

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-07-2025 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-07-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम / Department Name	Department Of Science And Technology (dst)
संगठन का नाम / Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
कार्यालय का नाम / Office Name	Thiruvananthapuram
क्रेता ईमेल / Buyer Email	buyer12.sctimsts.kl@gembuyer.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - INTEGRATED AUTOMATED CLINICAL BIOCHEMISTRY ANALYZER , Custom Bid for Services - AUTOMATED IMMUNOANALYZER
समान श्रेणी / Similar Category	<ul style="list-style-type: none"> Leasing of High Value Medical Equipment (Version 2) Leasing of High Value Medical Equipment Leasing of High Value Medical Equipment (Version 2) Leasing of High Value Medical Equipment
अनुबंध अवधि / Contract Period	5 Year(s) 1 Day(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes

बिड विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation/
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	50000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	25000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	2

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

लभार्थी /Beneficiary :

Director

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology
(The Director)

UIN Number NCTGC2415P

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Format A and B - [1747810047.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1747809599.pdf](#)

Penalties:[1747809637.pdf](#)

Payment Terms:[1747809625.pdf](#)

GEM Availability Report (GAR):[1747810196.pdf](#)

Buyer's Competent Authority Approval:[1747810230.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1747810291.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-06-2025 10:00:00	SCTIMST

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Custom Bid For Services - Integrated Automated Clinical Biochemistry Analyzer	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
Schedule 2	Custom Bid For Services - Automated Immunoanalyzer	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1

Custom Bid For Services - INTEGRATED AUTOMATED CLINICAL BIOCHEMISTRY ANALYZER (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	INTEGRATED AUTOMATED CLINICAL BIOCHEMISTRY ANALYZER
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	N/A

Custom Bid For Services - AUTOMATED IMMUNOANALYZER (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AUTOMATED IMMUNOANALYZER
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Cost Per Reportable Test: The technically qualified successful bidder may install brand-new “**INTEGRATED AUTOMATED CLINICAL BIOCHEMISTRY ANALYZER**” and “**AUTOMATED IMMUNOANALYZER**” in the Biochemistry Department at SCTIMST, in accordance with the terms and conditions outlined in the tender document. The installed equipment will be maintained free of charge under the OPEX model of procurement. The **Cost Per Reportable Test (CPRT)** will be paid by the Institute in subsequent months, subject to the conditions specified in the tender document.

The contract will be awarded initially for a period of five years extendable for further five years or more on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the successful bidder / its OEM. The Institute will, however, reserve the right to conduct performance review every year during the contract period and deficiencies / non compliance reported, if any, noticed shall be required to be rectified by the successful bidder within a reasonable time fixed by the Institute. Furthermore the successful bidder has to submit a declaration in accordance with clause No.20 (annually) and this will also taken into account for the assessment of satisfactory performance. This Institute reserves the right to suo-motu terminate the contract without any notice at any point of time. The rate quoted will be frozen for entire contract period including extended period if any, without escalation. However, increase / decrease in GST will be considered.

Only Manufacturers, their accredited agents, or authorized distributors are eligible to participate in the tender. The bidder is required to provide valid documentation to establish their status as a Manufacturer, accredited agent, or authorized distributor, which must be submitted alongside the technical bid. The Manufacturer’s name and the country of origin of the materials offered must be explicitly specified in the Manufacturer’s Authorization Form. Additionally, the Manufacturer’s Authorization Form must remain valid for a minimum period of one year from the date of issuance. **Format for MFA is enclosed in Buyer Added Bid Specific ATC (Format A). Offers lacking this documentation will be summarily rejected without further communication.**

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot bid simultaneously in this tender. One Principal/OEM cannot authorize multiple agents simultaneously for the requirement as per this tender.

The equipment on offer should have the capability to perform following tests. The bidders are required to quote the aggregated value for the following number of tests to be performed during the contract period on the GeM Portal. However, split up of quoted prices should be provided in Price Format (B and C) and uploaded in the prescribed place (Financial Document required) **on online GeM portal along with price bid only.** The price quoted in the prescribed field on GeM portal will be considered for ranking purpose. The **Total price quoted in Price Format (B and C) must match with the price quoted in GeM portal.** Institute does not commit any minimum number of tests per month. The volume of the test will depend on the requirement. Details of tests to be done are as follows.

A. INTEGRATED AUTOMATED CLINICAL BIOCHEMISTRY ANALYZER

Sl.No.	Name of the Test	Tentative requirement for five years
1	Glucose*	1,25,000
2	BUN*	2,00,000

3	Creatinine*	2,00,000
4	Electrolyte* - Na ⁺	2,55,000
5	Electrolyte* - K ⁺	2,55,000
6	Electrolyte* - Cl ⁻	2,55,000
7	Total Protein*	1,00,000
8	Albumin*	1,00,000
9	ALT/SGPT*	1,00,000
10	AST/SGOT*	1,00,000
11	Bilirubin total*	95,000
12	Alkaline Phosphatase*	95,000
13	Bilirubin direct*	95,000
14	Serum Cholesterol*	50,000
15	Serum HDL Cholesterol*	50,000
16	Serum LDL Cholesterol*	45,000
17	Triglyceride*	50,000
18	Magnesium	31,500
19	Serum Calcium	30,000
20	Serum Phosphorus	7,500
21	Serum Uric Acid	7,500
22	LDH (LDI)	7,500
23	UCFP	7,500
24	Plasma Ammonia	4,500
25	CPK	4,000
26	Cortisol	1500
27	Vitamin B12	1250
28	Vitamin D3	2500

29	Carcino Embryonic Antigen (CEA)	1500
30	CA19.9	1500
31	CA 125	1500
32	Prostate Specific Antigen Total (PSA)	1000
33	Alpha Feto Protein (AFP)	1250
34	Homocysteine	750
35	Phenytoin	500
36	Carbamazepine	500
37	Phenobarbitone	500
38	Valproate	500
39	Lamotrigine	500

Note:

1. If the sample count exceeds 10% of the planned number, 2.5 percentage reductions in the cost of test shall be provided.
2. For tests indicated by * in Table, four test/day should be done free of cost for Quality Control/random check.
3. Repeat samples done due to machine error/QC failure should not bear additional cost.

B. AUTOMATED IMMUNOANALYZER

Sl.No.	Name of the Test	Tentative requirement for five years
1	Para Thyroid Hormone (PTH)	1500
2	Beta hCG	1500
3	Follicle Stimulating Hormone (FSH)	1500
4	Serum Prolactin	1500
5	Serum LH	1500
6	Testosterone (Total)	100
7	Estradiol (E2)	100
8	CSF Beta-Amyloid (1-42)	1000
9	CSF pTau	1000
10	CSF tTau	1000

11	Insulin (fasting)	100
12	Ferritin	1000
13	CKMB	750
14	Myoglobin	750
<p>Rate of Cost Per Reportable Test to be quoted. which will include all incidental expenses, cost of reagent, calibrators, controls, Cuvettes, probes, washing solution, resins (if applicable), GST etc. The calibrators, controls, etc will be used as per NABL stipulation. All breakdown maintenance, transportation, loading and unloading, spare parts & AMC/CAMC, preventive maintenance kit, remedial maintenance service and calibration shall be the sole responsibility of the bidder at their own risk cost and expenses. Additional requirement (if any) as per specification document should be provided free of cost.</p>		
<p>The equipment on offer should be brand new and having the facility to generate successful / unsuccessful test results list and must meet all technical specification / features according to the tender document. Details of tests performed must be generated from the equipment as and when required by the department. The successful bidder should install the equipment within 14 days from the date of issuance of GeM contract and must be operational from the subsequent days.</p>		
<p>The laboratory of SCTIMST is integrated with Laboratory Information System (LIS). The supplier will have to integrate the equipment with the existing SCTIMST's LIS at their own cost. The successful bidder should integrate their instruments in such a way that this facility can be provided uninterruptedly to the beneficiaries.</p>		
<p>The Institute will provide an air-conditioned environment, if necessary with uninterrupted power supply for the working of the system. However, the successful bidder has to provide compatible online UPS with 30 min. battery backup along with the equipment.</p>		
<p>The company should have at least 05 nos. of installations/rate contract/Cost per reportable test contract of similar equipment in any Central / State Govt. Organization / PSU / Public Listed Company in India. The documentary evidence should be attached along with technical bid.</p>		
<p>The rate offered by the bidder should be same or lower than in any Central / State Govt. Organization / PSU / Public Listed Company in Kerala State that does the same number of tests per year. A Notarized affidavit to this effect has to be submitted by the bidder along with technical bid regarding fulfilment of this condition.</p>		
<p>The equipment manufacturer and reagent manufacturer must be the same and a declaration in this regard shall be uploaded along with technical bid.</p>		
<p>The successful bidder should replace or upgrade equipment with newer version on mutually agreed terms, as per availability of newer model in market, subject to approval from SCTIMST.</p>		
<p>The successful bidder should keep an adequate buffer stock of the reagents and consumables etc required to conduct the test at SCTIMST and ensure that the testing procedures are not interrupted even in a shift due to the lack of reagents and other consumables. The Life period of any of the item supplied by the successful bidder will have the minimum of two third of the expiry period remaining on the date of receipts of items in SCTIMST. The supplied items having less than two-third expiry period to SCTIMST shall not be accepted. Loss or premature deterioration due to biological and/or other factors during life span of stores against the manufacture's standard warranty/expiry of such items shall be replaced by the contractor on free of cost basis.</p>		

The equipment, reagents and consumables, etc required to perform the test must have a valid Indian product certification. If, there is no valid Indian product certification available, then the items on offer should have USFDA/CE product certification. Documentary evidence should be attached along with technical bid.

On-site training to Staffs/Technicians/Faculties to be provided by bidder representative of OEM with regards to operation and maintenance of the equipment to be done through the entire contract period including extended period if any, as and when requested by the Institute at no extra cost to the institute.

SCTIMST reserves the right to ask for a free demonstration (Online / Offline) of the quoted equipment/items after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at a site (in case of non-portable and heavy equipment) for evaluating the technical compatibility as per the bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the price bid. SCTIMST reserves the right to accept/reject the bid based on the product/site evaluation as stated above.

The bidder/OEM should have a registered functional office at Kerala State and documentary evidence should be uploaded along with technical bid. Service Engineer shall be available on any breakdown or emergency calls. If he/she fails to repair it within 24 hrs, a standby instrument should be provided by the successful bidder until the rectification of the fault. The contractor will analyze the quality control once in a month to check the performance of the instrument.

In case, the successful bidder fails to get the tests done as per clause 2 and 3 above, SCTIMST reserves the right to send the samples and get the tests done from any accredited labs and recover the cost from the successful bidder. In addition, a penalty of 2% of the cost incurred will also be levied on each occasion. In the event, such occasions exceed more than three in a year; the Institution reserves the right to terminate the contract.

If at any time during the period of contract, the price of cost per reportable test is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to provide reduced rate will be deemed as withdrawal from the tender and contract and shall be dealt with accordingly. If supplies are made at higher rates after the reduction of rate, payments will be eligible at the reduced rates only.

Payment Clause

The bill in triplicate shall be provided to Department of Biochemistry, SCTIMST within first week of subsequent month. Monthly bill should be generated after calculating the number of reportable tests for each line of items. The invoice should be accompanied by the list of successful / unsuccessful tests. No payment will be made for the unsuccessful tests due to any reason whatsoever. Further no payment will be made for goods rejected due to any reason whatsoever.

The bills should have full particulars of the numbers of each kind of test done during the invoice period.

The number of tests in the bill submitted should match with the records generated in the supplied equipment.

No payment shall be made in advance at any circumstance whatsoever.

Bills for the month will be accepted only after ensuring supply of buffer stock of reagents, consumables, etc for performing tests for the subsequent months. This is for the smooth running of the patient care services.

Payment will be made within 30 days of submission of invoice with relevant documents as mentioned in the tender document after making deductions for defaults, if any.

If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Seller at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the Seller may with the concurrence of the Purchaser elect to retain.

In case of breach of any terms and conditions of this contract, the competent authority, will have the right to cancel the contract without assigning any reason thereof and nothing will be payable by SCTIMST and in that event the security deposit shall also stands forfeited.

If fails to fulfill any or all of the Services or delay in delivery within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Institute will be entitled to deduct/recover the Penalty / Liquidated Damages for the delay from the security deposit/monthly bills, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Institute shall have the right to get the service/rectification done from alternate sources at the risk and cost of the service provider besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Institute.

It shall be lawful for SCTIMST to set off any loss or expense, cost or damages, sustained or incurred due to the cancellation of the contract from the amount payable or due to the supplier.

The concerned firm/company whose product has been declared as of spurious or adulterated quality or any criminal cases is filed and pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, companies or firms that are blacklisted / banned / debarred by any central / state govt. or its organization or autonomous bodies or central drug procurement agency are not eligible to participate in the bid.

The equipment will be returned to the supplier at the end of the contract period or SCTIMST will retain the equipment on extension of the contract on mutual consent or otherwise.

That any matter not covered in this contract will be decided by mutual consent in the spirit of this contract.

The Integrity Pact Agreement shall constitute an integral part of this tender. It is mandatory to submit a signed and sealed copy of the Integrity Pact Agreement along with the technical bid. **Failure to do so shall render the bidder non-responsive, resulting in rejection without further communication.**

Independent External Monitors:

1. Shri. Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 Dpekay66@gmail.com.
2. Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996, ved60prakash@gmail.com

The rate offered by the bidder must be equal to or lower than the rate offered by any Central or State Government Organization, PSU, or Public Listed Company in Kerala State for the same quantity specified in the bid document. The bidder is required to submit an affidavit confirming compliance with this condition along with the technical bid; failure to do so will result in the offer being rejected without further communication. **The affidavit format (Format -D) is provided in the Buyer Added Bid Specific ATC**

Restrictions under Rule 144 (xi) of GFR 2017 - Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). **The bidder should furnish a declaration to this effect along with bid documents as per "Format - E", otherwise the offer shall be rejected without further communication.**

For all disputes arising out of this contract the legal jurisdiction will be Thiruvananthapuram.

The Price charged for the items under the reference by the supplier shall in no event exceed the lowest price at which the supplier sells the item of identical description to any other person/organization/institution during the period of the contract. If any time, during the said period the supplier reduce the said prices of such item or sales such item to any other person /organization /institution at price lower than the chargeable, supplier shall forthwith notify such reduction or sale to the Director, SCTIMST and the price payable for the item supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. **The bidder should furnish a declaration to this effect along with bid documents as per "Format - F", otherwise the offer shall be rejected without further communication.**

Technical compliance statement should be attached along with technical bid, **format G and H**. Format for compliance is attached in "Buyer uploaded ATC Document".

Price formats B and C should be attached exclusively with the price bid, while **formats A, D, E, F, G, and H** should be included with the technical bid.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file](#).

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---