

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                | 07-09-2026 16:00:00                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                               | 07-09-2026 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                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                                                       | HOD Email id : sm.sctimst-ker@gov.in<br>Buyer Email id: purchase3@sctimst.ac.in                                                                                                                                                                                                                                                                                                                                                                                                |
| कुल मात्रा / Total Quantity                                                                                                  | 120                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| वस्तु श्रेणी / Item Category                                                                                                 | Supply of Carbon Dioxide Cylinder B Type                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                          | Carbon Dioxide Cylinder B Type                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                         | Carbon Dioxide (V2) Conforming to IS 307, Blood Lancets, Black Japan, Type A, Type B, Type C as per IS 341, Soda Lime (as Carbon Dioxide Absorbent) (V2) Conforming to IS 5321, Portable Fire Extinguishers (V3) ISI Marked to IS 15683, RCC Guard stone Type B (Cement or concrete posts), Carbon Papers (V2), Correspondence Envelopes (V3) Conforming to IS 13892, Non - Smooth External Surface Pipe, Type B as per IS 16098, Laboratory Graduated Cylinders as per IS 878 |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                    | <ul style="list-style-type: none"> <li>Compressed Medical Oxygen (IP) Gas Supply in Cylinders</li> </ul>                                                                                                                                                                                                                                                                                                                                                                       |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Complete                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Complete                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                             | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC)<br>*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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                         |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 3                                                                                                                                                                                                                                                                                              |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 3                                                                                                                                                                                                                                                                                              |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 1                                                                                                                                                                                                                                                                                              |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                            |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                                                         | 50% Lowest Priced Technically Qualified Bidders                                                                                                                                                                                                                                                |
| 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                                                                                                                                                                                                                                                                                         |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No                                                                                                                                                                                                                                                                                             |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                                                                                    |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                                                                             |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                                                                                                                                             |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
|-----------------------------|---------------------|

|                                                                    |      |
|--------------------------------------------------------------------|------|
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 14   |

(a). 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.

**लाभार्थी / Beneficiary :**

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

**विभाजन/Splitting**

|                                                                                                                                         |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| विभाजन/Splitting Applied                                                                                                                | Yes                                                                                                                                                       |
| बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split         | 3                                                                                                                                                         |
| विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed | The allocation shall be made in the ratio of 50:30:20, subject to price match with the L1 bidder, in accordance with the prevailing norms of GeM/MPG/GFR. |

**एमआईआई खरीद वरीयता/MII Purchase Preference**

|                                            |    |
|--------------------------------------------|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--------------------------------------------|----|

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1 + X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1 + X\%$       | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder

shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

**5. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

## Supply Of Carbon Dioxide Cylinder B Type ( 120 pieces )

### तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                                                                                     | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------|---------------------------------|
| 1                 | Deepthi Bhaskar                                               | 695011,Sree Chitra Tirunal<br>Institute For Medical Science<br>and Technology,Medical<br>College PO, Trivandrum | 120              | 360                             |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. 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.

### 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 4. 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.

### 5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

## 6. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **TERMS AND CONDITIONS OF PARALLEL RATE CONTRACT**

1. 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 MAF is enclosed in Buyer Added Bid Specific ATC (Format A).**
2. Only Manufacturers, their accredited agents, or authorized distributors are eligible to participate in the tender. Additionally, they must maintain a functional office within Kerala state. Supporting documentary evidence of the functional office should be submitted along with the quotation. **Offers lacking this documentation will be summarily rejected without further communication.**

### **3. Eligibility Criteria**

- The bidder must have an ongoing (running) contract for the supply of medical gas cylinders with **at least five (5) hospitals located in Kerala State**, of which a minimum of **two (2) hospitals shall be in Thiruvananthapuram District**.
- The bidder shall provide a **performance certificate from each of the hospitals mentioned**, validating satisfactory performance and continuity of service.
- Failure to meet the above requirements shall result in **disqualification from the tender process**.
- To substantiate the eligibility criteria, the bidder shall submit documentary evidence along with the bid submission. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly.

### **4. Qualification Criteria**

- As per the guidelines of the **Central Vigilance Commission (CVC)**, the bidder must satisfy one of the following conditions:
  - a) One Similar Completed work costing no less than the amount equal to 80% of the estimated cost or
  - b) Two Similar Completed work costing no less than the amount equal to 50% of the estimated cost or

- c) Three Similar Completed work costing no less than the amount equal to 40% of the estimated cost or
  - d) Four Similar Completed work costing no less than the amount equal to 30% of the estimated cost or
- For the purpose of qualification, **similar work shall be defined as the supply of “Medical Gas”**
  - To substantiate the qualification criteria, the bidder shall submit documentary evidence along with the bid submission. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly
5. The bidder shall have an established and fully operational gas filling station located within Thiruvananthapuram District. **Documentary evidence supporting this requirement shall be submitted along with the bid. Failure to provide such evidence shall render the bidder non-responsive, and the bid shall be rejected accordingly.**
  6. The estimated requirements mentioned in the tender are speculative and subject to significant variation based various reasons. It is not feasible for the institute to determine exact quantities during the contract period. Accordingly, the institute does not commit to the usage of items at any stage of the contract period.
  7. Although the contract specifies a delivery timeline of **1 to 365 days**, the successful bidder shall be **obligated to manage and adjust supply strictly in accordance with the Institute’s requirements**.
    - **Unauthorized Supply:** Items supplied without prior consent from the concerned departments shall be **rejected outright**, and payment for such items shall **not be processed under any circumstances**.
    - **Supply Arrangement:** After awarding the GeM contract, the Institute shall intimate the successful bidder(s) regarding the **number of cylinders to be supplied, frequency of supply, and other related requirements**.
    - **Mandatory Declaration:** **A declaration confirming acceptance of this commitment must be uploaded along with the technical bid (Format B). Failure to submit the declaration shall result in rejection of the offer with**
  8. The loading and unloading charges of the cylinders at the premises of SCTIMST shall be arranged and borne by the Institute. However, all transportation costs, as well as loading and unloading charges at the premises of the successful bidders, shall remain the responsibility of the suppliers. The Institute shall not assume any liability in this regard.

9. The supplier shall ensure that an adequate number of cylinders are continuously supplied to the Institute without any rental charges. Periodic hydraulic testing, painting, repairs, and replacement of valves, spindles, caps, and other spares shall be carried out by the supplier at no additional cost. In the event that the cylinders are found not to be maintained in accordance with the above requirements, the competent authority of the Institute reserves the right to instruct the supplier to undertake the necessary work. The successful bidder shall carry out such work free of cost.
10. The cylinders shall be painted with distinctive identification marks to ensure easy recognition of their ownership. In the absence of such identification marks, the Institute shall not assume any responsibility for wrong dispatch or collection of cylinders by different suppliers.
11. The quality of the medical gas supplied shall **strictly conform to the prescribed standards**. Supply of **inferior or non-compliant gas** shall result in **cancellation of the contract** and **forfeiture of the security deposit** furnished by the supplier. The successful bidder shall have **no claim whatsoever** on the forfeited security deposit. Any losses sustained by the Institute due to breach of contract, or arising from **alternate purchases made during periods of non-supply or interrupted supply of gas**, shall be recovered from the supplier, as deemed appropriate by the Institute, either from the **security deposit** or from **subsequent supply bills**.
12. Payment for supplies shall be made on the basis of the invoice submitted, subject to the subsequent recommendations of the DCE and the Main Store. Payments shall be effected only through online transfer, in accordance with the norms of the Institute, within 30 days of receipt and acceptance of the items at the SCTIMST Store and after completion of all necessary approval stages as per the Institute's procedures. The successful bidder(s) shall register their details in the SCTIMST vendor portal and complete all registration formalities upon receipt of the GeM contract. Notwithstanding that the supply has been made, payment shall be released only after completion of all mandatory vendor registration formalities in the SCTIMST portal.
13. The supply shall be strictly regulated between **9:00 AM and 4:00 PM**, unless otherwise instructed by the Institute. The successful bidder(s) shall arrange to supply the items at any time deemed suitable by the Institute. The supply shall not be interrupted or affected under any circumstances, including holidays, strikes, or other contingencies. In the event that the supplier is unable to provide the agreed daily quantity of cylinders, it shall be the sole responsibility of the supplier to arrange the required supply from alternate sources, without any disruption to patient care and without imposing any additional cost on the Institute. In such an event, all stipulated **quality norms and supply regulations** shall be strictly complied with.
14. The cylinder shall be high pressure seamless cylinder for Medical Grade CO<sub>2</sub> Gas. Cylinders are to be ISI marked confirming to IS:7285 part 2 or latest certified by the Bureau of Indian Standards (BIS) and approved by the chief controller of Explosive (CCOE) Govt. of India. Cylinder shall be made from manganese steel.
15. Fitted with bull nose type valve as per IS: 3224 and neck cap. Valve made of brass and chrome plated.
16. The filled cylinder pressure shall be **150 Kg/cm<sup>2</sup> at 15°C** and the hydraulic test pressure shall be **250 Kg/cm<sup>2</sup> at 15°C**. The colour coding of cylinders shall conform to **IS 3933 or the latest applicable standard**. **All cylinders shall be filled with medical grade gases, strictly as per the requirements specified by the Institute.**
17. A valid Cylinder Test Certificate, indicating the **date of cylinder filling, date of expiry, and date of pressure testing**, shall be provided with each cylinder. SCTIMST reserves the right to verify the cylinder

nder pressure at the time of unloading at its premises before accepting the goods. If any deficiency is detected in accordance with the prevailing rules governing medical gas, the entire consignment shall be replaced by the supplier at no additional cost, ensuring that patient care remains uninterrupted at all times.

18. In case of critical or urgent delivery requirements, the Institute reserves the right to engage more than one source of supply. The Institute may enter into a **rate contract, parallel rate contracts, or split contracts** with one or more parties, or place **ad hoc contracts** simultaneously or at any time during the currency of the contract, with one or more suppliers. Where contracts are split, the allocation shall be made in the ratio of **50:30:20** between **L1, L2, and L3 suppliers** respectively, in accordance with the prevailing norms of the GeM/MPG/GFR.
19. The contract shall remain in effect for the purpose of delivering all items ordered during its term until every delivery is completed. The Institute reserves the right to request staggered supply during the contract period. The successful bidder must maintain an adequate buffer stock of the contracted items at their office in Thiruvananthapuram District to ensure that patient care services are not disrupted due to item shortages.
20. In case the supplier defaults in the due supply of all or any of the articles correctly and promptly, SCTIMST is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If higher cost than the agreed rate is incurred by SCTIMST in such procurements, the excess cost may be deducted from the supplier bill or adjusted or otherwise realized from security deposit or recovered from any other means.
21. The successful bidder shall not assign or make over in part or wholly, the contract or the benefits or burden thereof. The supplier shall not underlet or sublet the execution of the contract or any part thereof. SCTIMST will have absolute power to refuse such consent or rescind the consent at any time. The supplier shall not be relieved from his/ her obligation, duty or responsibility under this contract, even if consent to let or sublet is given by SCTIMST.
22. If at any time during the course of the contract, it is found that any information furnished by the supplier to SCTIMST, either in this tender or otherwise, is false, SCTIMST may put an end to the contract wholly or in part and it shall be lawful for SCTIMST to forfeit the amount deposited by the supplier as security deposit and cancel the contract. 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 and out of the money for the time being payable or due to the supplier.
23. At all times, to meet any unexpected requirements, the successful bidder shall maintain **buffer stock** at their premises to enable immediate supply as and when required by the Institute. This measure is intended to ensure that patient care is not interrupted under any circumstances, including during shift changes, due to the non availability of medical gas. In the event of such requirements, the **Institute shall contact the supplier (s)**, and the successful bidder(s) shall ensure prompt and immediate supply **without any additional charges or delay. The successful bidder shall also provide a declaration in Format C confirming compliance with this requirement immediately after issuance of the contract.**
24. 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. 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.**

25. 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.**
26. 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.**
27. As per the tender conditions, the successful bidder shall maintain sufficient buffer stock at their premises to meet any contingency that may arise. In the event of such a contingency, the Institute authority shall duly inform the supplier, upon which the supply shall be effected accordingly. Failure to comply with this requirement shall empower the Institute to impose penalties as stipulated under the tender conditions. **A declaration confirming compliance with this requirement shall be provided in Format C by the successful bidder after the award of the GeM contract**

28. Penalty clause:

**Delay in Delivery:**

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the GeM contract, the Purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as **liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, until actual delivery or performance subject to a maximum of 10% of the contract price.** Once the maximum is reached Purchaser may consider termination of the contract.

If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- i. Imposition of liquidated damages,
- ii. Forfeiture of its Performance Security and
- iii. Termination of the Contract for default

**8. Buyer Added Bid Specific ATC**

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

**अस्वीकरण/Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their

Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;**

and

- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---