





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-12-2025 12:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-12-2025 12:30:00		
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		
कुल मात्रा/Total Quantity	1		
वस्तु श्रेणी /Item Category	High Vacuum Suction Machine (V3) (Q2)		
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete		
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *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 दस्तावेज़ों 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		

बिड विवरण/Bid Details		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes	
बिड का प्रकार/Type of Bid	Single 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	
अनुमानित बिड मूल्य /Estimated Bid Value	500000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
वितीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

# ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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# 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).	38

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

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

# एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes	
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20	
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50	
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)	

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE 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 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 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.
- 3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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.

- 4. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 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.
- 5. 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.

### High Vacuum Suction Machine (V3) (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक/Minimum 50% and 25% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
PRODUCT INFORMATION	Material of cabinet (Base, top and panel)	ABS Plastic moulded	
	Material of jars/bottles	Glass, Unbreakable Polycarbonate (PC), Unbreakable Polysulfone (PS)	
	Capacity of each suction bottle/jar graduated (ml)	3000 ml, 4000 ml, 5000 ml	
	Non-collapsible suction tubing, minimum internal Diameter (mm)	8 mm, 10 mm	
	Vacuum Gauge Type	Bourdon tube type (Analog), Digital Display	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
	Display Type	LCD/LED, NA for 'Bourdon tube type(Analog)	
	Display Size	7cm or more, NA for 'Bourdon tube type(Analog)	
	Vacuum Gauge with concentric scale marking in black on white background, mounted in panel, easily visible during use of machine	5 cm dia, 0 to 760mmHg, 6.25 cm dia, 0 to 760mmHg, 7.5 cm dia, 0 to 760mmHg, 10 cm dia, 0 to 760mmHg, NA for Digital Display	
	Foot on/off switch provided	Yes, No	
	Foot vacuum regulator for hands free operation	Yes, No	
OPERATIONAL & TECHNICAL REQUIREMENTS	Input power supply	220+/-10% V, 50Hz, Single phase AC, 220+/-10% V, 50Hz,Single phase AC and also 12 V, DC battery operated	
	In-built maintenance free battery of suitable capacity provided	Yes, NA with mains power supply	
	Minimum battery backup on full charge (minutes)	60, 120, 180, NA	
	Motor capacity (HP)	0.25 HP, 0.5 HP, 0.75 HP, 1 HP	
	Type of suction pump	Oil free(Piston)	
	Suction pump capacity (Ltrs/Minute)	21 to 30 Ltrs/Minute, 31 to 40 Ltrs/Minute, 41 to 50 Ltrs/Minute, 51 to 60 Ltrs/Minute, 61 to 75 Ltrs/Minute, 76 Ltrs/Minute or more	
	Built-up Vacuum (Maximum)	-600 +/-10mmHg (-80kPa), -700 +/-10mmHg (- 93kPa), -720 +/-10mmHg (-96kPa)	
WARRANTY  Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)		2, 3, 4, 5 Or higher <b>(year)</b>	

व्यापक रखरखाव / Comprehensive Maintenance		
Warranty of required product	3 Year	
Comprehensive Maintenance Duration (Post Warranty)	7 Year	

<sup>\*</sup>Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

### Additional Specification Parameters - High Vacuum Suction Machine (V3) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)  Our required specifications is mentioned in ATC	
Specifications		

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	30

# Special terms and conditions-Version:1 effective from 12-03-2025 for category High Vacuum Suction Machine (V3)

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017)
  made there under as amended till date will always be applicable. This will include all notifications
  issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare
  (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time
  in this regard.
  - 2. The sellers are registered on GeM based on self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
  - 3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
  - 4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
  - 5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
  - 6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
  - 7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration

- of service requests also to be provided buyer/consignee at the time of supplies.
- 8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
- 9. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
- 10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
- 11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
- 12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
- 13. **Software:** All software updates should be provided free of cost during warranty period.

14.

# 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 (Increased quantity  $\div$  Original quantity)  $\times$  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. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

#### 3. 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.

#### 4. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 5. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

#### as per specification

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 2% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 6. 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.

# 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**A.** Bidders are advised to quote prices as per technical specification and additional specifications ment ioned in the bid. However detailed breakup of quoted prices should be provided in Price Format - A a nd uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose.

Total price quoted in Price Format - A must match with the price quoted in GeM portal.

- B. The Bidders are advised to quote price of Spare parts, Consumables in the attached Format B and C accordingly and uploaded the same in the prescribed place (Financial Document Required) on online G eM portal. The equipment should be supported with spares for a minimum period of 10 years after su ccessful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period".
- C. The three years warranty sought for is **OEM free warranty** without any additional cost towards exte nded warranty to fulfil the tender condition. The charges, if any, claimed by the bidder towards warra nty in this regard and included in the product cost in Price Format -A should be mentioned in the price format D also. This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidde r shall submit a declaration- "Certify that the Equipment/accessories quoted in the bid is having OEM f ree warranty of three years and the total cost quoted in the bid does not include any warranty charge s to fulfil the tender condition of three year warranty". This declaration shall be furnished along with the Technical bid in Format-G. False declaration may lead to rejection of bid. Proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition shall be furnished along with the technical bid.
- D. As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However, the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained. The CAMC charges s hall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% of the CAMC charges after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The actual CAMC value to be

payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in "Format -E" and uploaded the same in the prescribed pla ce (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 ev aluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC c alculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportat ion, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.

E. The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the work order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.

#### **F.** Penalty clause:

#### 1. Delay in Delivery:

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the service s within the time frame(s) incorporated in the Purchase Order, 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider terminat ion of the contract.

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

- a. Imposition of liquidated damages,
- b. Forfeiture of its Performance Security and
- Termination of the Contract for default

#### 2. Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warr anty period. In this regard following conditions also may be noted:

- I. In case of failure of equipment or its components, breakdown call has to be attended wit hin 48 hours of intimation.
- II. The defect should be rectified within two days after the call is attended, failing which re placement or standby equipment should be provided for uninterrupted services.
- III. In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipmen t or 0.5 percent per day of cost of the equipment, whichever is hig her, from the date of re port of breakdown by way of deductions from SD/Performance Bank Guarantee.
- IV. The time spent on the repair work will be added to the warranty period of the equipment

# 3. Performance (during CMC/AMC period):

- i. Uptime means 95 percent of total days in a year during which the equipment r emains functional.
- ii. Down time means any shortage in achieving the up-time
- iii. Down time penalty will be levied as per following terms and condition:
- iv. In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.
- v. In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provi des uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxiliary unit from the service provider.

vi. Service provider should ensure rectification of defect of equipment within a rea sonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider

#### **G.** Payment Terms

100% payment will be paid after satisfactory installation and commissioning of equipment alo ng with submission of "Installation Report" to be issued by user department and DCE

#### H. Qualification criteria

The bidder must be a manufacturer or their authorized agents having a place of business in any state of India are eligible to participate in this bid. The bidders should submit "Manufacturer's Authorization Form" for each items quoted and shall be submitted along with technical bid, as per the format enclose d in the bid document (Format "F").

- Bidders may please be read as uptime warranty as 95 % instead of 98 % as per bid terms and condition s.
- J. SCTIMST reserves the right to ask for a free demonstration 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 c ase of non-portable and heavy equipment) for evaluating the technical compatibility as per the biddin g 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/ si te evaluation as stated above.
- K. Delivery and installation should be completed within 30 days from the date of issue of GeM Contract.
- L. Onsite installation is mandatory
- M. Bidders should also comply the additional specifications mentioned below and the complian ce sheet attached (FORMAT H in Buyer uploaded ATC) should be duly submitted together with bid, otherwise bidder should stand rejected:

#### PORTABLE, LIGHTWEIGHT SUCTION UNIT WITH DUAL JAR SYSTEM AND BREAKABLE WHEELS.

- SUCTION CAPACITY & TYPE OF SUCTION PUMP OUR REQUIREMENT IS 31-40 OR HIGHER, OIL FREE.
- 2. JAR CAPACITY OUR REQUIREMENT IS 3000ML OR MORE. POLYSULFONE JARS SHOULD BE SUPPLIED.
- 3. JARS MUST BE INTERCHANGEABLE WITH EACH HAVING A MINIMUM VOLUME OF 3 LITRES.
- 4. VACUUM -90KPA/ -675 MM HG TO 95KPA/715 MM HG, VACCUM PUMP SHOULD BE OIL FREE PISTON TYPE.
- 5. FLOW RATE BETWEEN 30 L/MIN TO 60 L/MIN AND MUST BE ADJUSTABLE.
- 6. NOISE: < 45DB
- 7. POWER SUPPLY INPUT VOLTAGE (V) AND FREQUENCY 230V 50 HZ
- 8. ALL OPERATING ELEMENTS SHOULD BE LOCATED IN FRONT OF THE PUMP.
- 9. TOUCH ELEMENTS AND THE HOUSING SHOULD FACILITATE EASY CLEANING AND MINIMIZE RISK OF INFECTIONS.
- 10. SHOULD HAVE A MEMBRANE REGULATOR TO CREATE FAST VACUUM BUILD-UP.
- 11. SHOULD HAVE PROTECTION TO MECHANICAL OVERFLOW.
- 12. SHOULD HAVE AN INTEGRATED FOOT ON/OFF SWITCH TO ENABLE HANDS FREE OPERATION.
- 13. SHOULD HAVE A CYLINDER TECHNOLOGY THAT OFFERS DURABILITY AND FLAT SPRINGS THAT MINIMIZE MECHANICAL WEAR.
- 14. SHOULD HAVE AN ANALOG OR DIGITAL DISPLAY OF PRESSURE IN MM HG UNIT OR EQUIVALENT STANDAR D TO DISPLAY SUCTION GENERATED
- 15. BOTTLE(S) TO HAVE AN AUTOMATIC CUT OFF WHEN FULL TO PREVENT INGRESS OF FLUID TO PUMP
- 16. FILTER AND OVERFLOW VALVE INCORPORATED TO PREVENT CROSS-CONTAMINATION

- 17. AIR LINE TO PUMP TO INCORPORATE BACTERIAL FILTER SHOULD OFFER 5 YEARS OF WARRANTY.
- 18. <u>ACCESSORIES</u>: SUPPLIER TO SPECIFY ANY ACCESSORIES REQUIRED FOR NORMAL OPERATION, STATING A NY EXTRA COST.
- 19. STERILIZATION PROCESS FOR ACCESSORIES : SUPPLIER TO DESCRIBE ANY STERILISATION PROCESS REQ UIRED FOR ACCESSORIES

#### SPARE PARTS

- 20. TEN SETS OF SPARE FILTERS
- 21. ONE SPARE SUCTION BOTTLE
- 22. TWO SPARE SEALS FOR EACH STORAGE JAR
- 23. LIST TO BE PROVIDED OF OTHER SPARE PARTS ANTICIPATED DURING ONE YEAR'S OPERATION, WITH CO STS
- 24. EQUIPMENT SAFETY STANDARDS TO CONFORM:

PRODUCT SHALL MEET GENERAL REQUIREMENTS OF SAFETY FOR ELECTROMAGNETIC COMPATIBILITY. IEC 60601-1:2012 MEDICAL ELECTRICAL EQUIPMENT - PART 1: GENERAL REQUIREMENTS FOR BASIC SA FETY AND ESSENTIAL PERFORMANCE IEC 60601-1-1:2000 MEDICAL ELECTRICAL EQUIPMENT - PART 1-1: GENERAL REQUIREMENTS FOR SAFETY - COLLATERAL STANDARD: SAFETY REQUIREMENTS FOR MED ICAL ELECTRICAL SYSTEMS IEC 60601-1-2:2007 MEDICAL ELECTRICAL EQUIPMENT - PART 1-2: GENERA L REQUIREMENTS FOR BASIC SAFETY AND ESSENTIAL PERFORMANCE - COLLATERAL STANDARD: ELEC TROMAGNETIC COMPATIBILITY - REOUIREMENTS AND TESTS

- 25. CERTIFICATION DESIRED: USFDA 510K CLEARED OR EUROPEAN CE / BIS
- 26. PRODUCTS OFFERED DESIRED TO BE COMPLAINT MEDICAL GRADE
- 27. AS A PART OF TECHNICAL EVALUATION OF THE BIDDERS, PHYSICAL DEMONSTRATION OF THE QUOTED E QUIPMENT IS MANDATORY FOR TWO WEEKS WITH VALID ACCESSORIES

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# 9. 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 %.

#### 10. Rate Contract

**Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

#### 11. Rate Contract

Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 12. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 13. 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.

#### 14. 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.

#### 15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, SCTIMST

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, SCTIMST payable at Trivandrum

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

# 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 <u>attached categories</u>, 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. 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.
- 16. 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.

# **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been

converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period – Percentage to be indicated-  ${\sf A3}$ 

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

 $C+C^*{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)}$  and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

- 8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.
- 8.5.The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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.

# 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, 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---