



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4509220
Dated/दिनांक : 16-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Science And Technology (dst)
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
Office Name/कार्यालय का नाम	Thiruvananthapuram
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	BOD Incubator (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	32 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,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
Past Performance/विगत प्रदर्शन	10 %

Bid Details/बिड विवरण

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	800000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of

quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. 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.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

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

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

BOD Incubator (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
DESIGN	Features available in BOD Incubator	Air circulation fan, Removable tray, Temperature sensor, Door hinges, Door handle with lock & key, PID temperature controller, Analog ampere meter, Pilot lamp, Safety thermostat, On/Off MCB, Refrigeration system, Power cord, Caster wheels, Solid door, Heater, Temperature High/Low Safety alarm, On/Off Switch
	Optional Features available in BOD Incubator	Digital event timer, illumination with 3 florescent lights, Digital cyclic timer 24 x 7, 21 CFR Software for data recording, ExteriorSS304/SS316 (GMP Model), Stainless steel perforated trays, Data logger with USB Interface, Humidity system, Door open buzzer, PLC & HMI controller with USB interface, 50 mm validation port hole to insert sensor or wire, IQ, OQ & PQ Documentation,Caster wheels with brake, Inner Chamber made of Anodized Aluminium, Aluminium Perforated Tray, Exterior Mild Steel Powder Coated, Micro PLC PID Controller LCD Display
	No of Trays	4
	Air Circulation	Axial fan
MATERIAL	Exterior body material	Stainless Steel 304
	Insulation material	PUF
	Outer door material	Stainless Steel 304
	Inner door material Material of removable tray	Toughed Glass
DIMENSION	Chamber Capacity(in Itr)	400-449
	Thickness of sheet (in MM)	0.7
	Thickness of Toughed Glass/Acrylic Sheet (in MM)	7
	Diameter of Stainless Steel wire in mesh (in MM)	NA
POWER	Temperature Range	5°C to 60°C
	Temperature Accuracy	± 0.5°C
	Temperature Uniformity	± 1°C
WARRANTY	Warranty(in year)	1, 2, 3, 4 Or higher

Additional Specification Parameters - BOD Incubator (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Specifications	1. Made of SS 304 double walled with PUF insulation 2. PU wheels for easy movement 3.Inner chamber capacity: Above 400L. 4.Inner Chamber with rounded corners for easy cleaning 5. Full length inner glass door to view stored samples made of tempered safety glass and outer metal door with gasket, lock & key. 6. Shelves to be stainless steel trays for sample loading 7. Temperature range: 10 0C to 600C or better. 8. Temperature sensor class A, 9. PT-100 sensor Accuracy +/- 0.5 degree Celsius
Details	10. Temperature Uniformity +/- 0.1 degree Celsius with in the chamber. 11. Forced air circulation bottom to top to maintain chamber temperature uniformity. 12. Temperature calibration with traceability to be provided 13. Audiovisual alarms for deviation in temperature & utility failure 14. Temperature overshoot & undershoot safety, instrumentation safety in case of utility failure, delay timer to safeguard the compressor, 15. MCB to cut off over current supply
General	16. Chamber illumination to be provided 17. Interior & Exterior SS304 18. The display screen should be 4" or better. 19. Colour Touch Screen Display should indicate temperature and humidity of all probes. 20. Custom built Controller for BOD Incubator with data storage, 21. Ethernet connectivity to central work station and PC software. 22. CFC-free cooling system 23. Complete PLC based controlling system with storage of upto 1000 readings
information	24. Ethernet based communication system to enable operation from any PC, connected on LAN. PLC IP addresses setting. 25. Monitoring and alarm generation of utilities as electric supply, door status. 26. Alarm transmission to multiple locations. 27. Auto switch over to standby system.28. Should be 21CFR part 11 compliant. 29. Password protection for set values and calibration mode.
Others	30. User Manual, Troubleshooting and preventive maintenance procedure. IQ/OQ protocols to be provided. 31. IQ/OQ protocols to be provided 32. Should provide all certifications details like CE.33. Should provide user list of National Institutes / Pharma industry. 34. Should give Three years warranty. 35. Should provide installation and training at site.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Veena L	695012,Biomedical Technology Wing Sree Chitra Tirunal Institute for Medical Sciences & Technology Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala, India Pin Code : 695012, Thiruvananthapuram, 695012	2	45

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least **10 years' residual market life** i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. The installation should be supported with spares for a minimum period of 10 years after successful installation and commissioning. "All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". (A line of confirmation should be submitted along with the bid document.)
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
4. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. **Experience:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Limited Company for **3 years** before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee location free of cost. The payment will be released only thereafter.
7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
8. Participating bidders should submit OEM Authorization Certificate along with the technical bid documents as per **Format-G** given in Buyer uploaded ATC document. One manufacturer can authorize only one agent/dealer.
9. 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.
10. **Service & Support:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted. 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 centre is not already there at the time of bidding, successful bidder / OEM shall have to es

establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre. Bidder/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.

11. **Warranty** period of the supplied products shall be **3 years** from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
12. Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in **Price Format-A** 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.
13. 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 GeM portal. The equipment should be supported with spares for a minimum period of 10 years after successful installation and commissioning ". All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period."
14. The three years warranty sought for is OEM/bidder free warranty without any additional cost towards extended warranty to fulfil the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price **Format - A** should be mentioned in the price **Format D** also, and uploaded the same in the prescribed place (Financial Document Required). 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 bidder shall submit a declaration- ' Certify that the Equipment/ accessories quoted in the bid is having OEM/ bidder free warranty of three years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three years warranty". This declaration shall be furnished along with the Technical bid in **Format-H**. False declaration may lead to rejection of bid. In the case of agents quoting on behalf of their foreign principal, proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the price bid.
15. As per Institute 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 excluding the items from total cost for calculation of CAMC/AMC as given in **Format A**. The CAMC charges have to be quoted in INR (excluding GST) in **Format B**. Escalation of maximum 5% will be allowed after every three years of CAMC. The 'Cost of the equipment for CAMC/AMC calculation' 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 transportation including import customs duty in the case of fully finished imported goods quoted in INR, specific excluded items from CAMC/AMC as per the tender condition and also GST, if any, included in the Total Cost. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for AMC/CAMC calculation" and shall be furnished in "**Format F**" and uploaded the same in the prescribed place (financial document required). In respect of equipment quoted in foreign currency, the work orders for CAMC after warranty period will be issued by taking into account the exchange rate applicable on the Technical Bid opening date or the CAMC charges quoted in the bid whichever is less, which will be

subject to the conditions specified in the Purchase Order and agreed by both parties. The successful bidder shall enter into AMC/CAMC as chosen by SCTIMST, 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 issued specifying in the terms and conditions of AMC/CAMC and agreement, if any, executed in this regard, which will be treated as the first year of CAMC. The cost of the equipment for AMC/CAMC calculation shall be mandatorily furnished in **Format D**.

16. The warranty and CAMC condition as given above should be applicable for the third party items, if any supplied. The successful bidder shall furnish the agreement executed in this regard with the third parties as and when called for. The genuineness of price quoted for the equipment/accessories are very important and this price shall not be loaded with any other cost. A declaration in this regards shall be furnished along with technical bid in **Format H**.
17. **Annual Maintenance Contract (AMC) Labour:** The Labour AMC charges shall be maximum 2.5% 'cost of the equipment for AMC/CAMC calculation' and shall be furnished in **Format E** and uploaded in the Financial document sought for. Escalation of maximum 5% will be allowed after every three years of AMC. The "cost of the equipment for AMC/CAMC calculation" 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 transportation including import customs duty, Agency commission, any specific excluded items from AMC as per the tender condition and also GST included in the product cost quoted.
18. The successful bidder shall enter into AMC/CAMC, as chosen by the buyer, three months prior to the completion of warranty period. The AMC/CAMC will commence after the date of expiry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which will be treated as the first year of CAMC. This tender will form part of the CAMC work order.
19. **Performance (during Warranty period) :** Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In case of failure of equipment or its components, break down call has to be attended within 48 hours of intimation. The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services. In case of non-adherence to the above, down time penalty will be realised a sum equivalent either the reporting charges met by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from the Performance Bank Guarantee (PBG). Cumulative Penalty will not exceed more than 10% of the cost of the equipment after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer. The time spent on the repair work will be added to the warranty period the equipment.
20. Performance (during AMC/CAMC period): Uptime means 95 percent of total days in a year during which the equipment remains functional. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of the Buyer as amended from time to time.
21. **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 Purchase Order/GeM Contract, the Buyer shall, without prejudice to other rights and remedies available to the Buyer 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, Buyer may consider termination of the contract.

22. 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:

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

23. **List of essential spares and Consumables** : If the equipment contains any essential spares and consumables, the price shall be frozen for a minimum period of 3 years after warranty period. The price of the spares and consumables should be submitted by the bidder in **Format B** and **Format C** in the financial document sought for and uploaded along with financial bid. The format is available in the Buyer uploaded ATC document. This is for the purpose of price freezing only. However, the bid price shall be inclusive and the equipment be supplied with all essential spares and accessories as per standard delivery and normal functioning of the machine.

24. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SCTIMST' and the paper license / email license to be transferred to the name of Institute.

25. **Malicious Code Certificate**: The seller should upload following certificate in the bid: -

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to: - (i) Inhibit the desired and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case of physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

26. **Performance Bank Guarantee** (if applicable): The successful bidder should furnish a performance guarantee/security deposit @ 5 percent of purchase order value for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft drawn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG format is shown in the Buyer uploaded ATC Document. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.

27. Declaration regarding local content for **Make in India** shall be uploaded along with the bid document.

28. **Restrictions under Rule 144 (xi) of GFR 2017**: Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with the bid documents.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

29. Bidders must ensure that only the concerned document is uploaded in a particular field for document upload. Uploading the same document in multiple fields should be avoided.

30. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
31. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once the purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.
32. Bidder has to demonstrate the equipment Online/ Offline on request.

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---