

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 14-09-2022 16:00:00 |
| Bid Opening Date/Time | 14-09-2022 16:30:00 |
| Bid Offer Validity (From End Date) | 70 (Days) |
| Ministry/State Name | Ministry Of Science And Technology |
| Department Name | Department Of Science And Technology (dst) |
| Organisation Name | Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst) |
| Office Name | Thiruvananthapuram |
| Total Quantity | 1 |
| Item Category | PORTABLE HAND-HELD X-RAY ANALYZER (Q3) |
| Minimum Average Annual Turnover of the bidder (For 3 Years) | 75 Lakh (s) |
| OEM Average Turnover (Last 3 Years) | 80 Lakh (s) |
| Years of Past Experience Required for same/similar service | 3 Year (s) |
| MSE Exemption for Years Of Experience and Turnover | Yes |
| Startup Exemption for Years Of Experience and Turnover | Yes |
| Bid to RA enabled | No |
| Annual Maintenance Charges Required | Yes |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|----------|----|
| Required | No |
|----------|----|

Splitting

Bid splitting not applied.

MII Purchase Preference

| | |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.
6. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
7. 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.

8. 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.

PORTABLE HAND-HELD X-RAY ANALYZER (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

| Annual Maintenance | |
|---|-----------|
| Warranty of required product | 3 Year |
| Annual Maintenance Charges Duration (Post Warranty) | 7 Year |
| Annual Maintenance Charges Frequency | Quarterly |

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Installation Commissioning and Testing (ICT) details for the above item:

| | |
|---|---------|
| % of Product Cost Payable on Product Delivery | 80% |
| Min Cost Allocation for ICT as a % of product cost | 20% |
| Number of days allowed for ICT after site readiness communication to seller | 90 Days |

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|---------|----------|---------------|
|-------|-----------------------------|---------|----------|---------------|

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|---|----------|---------------|
| 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 | 1 | 90 |

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidders are advised to quote prices as per technical specification
2. Bidders shall quote only those products 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.
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 Listed 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. **Installation** (if applicable): Installation & Commissioning including Testing of the equipment should be completed within 15 days of communication site readiness to the seller by the buyer/consignee/end user. 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". (A line of confirmation should be submitted along with the bid document.)
8. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

9. Wherever Authorised Distributors are submitting the bid, **OEM Authorization Certificate** should be submitted. The bidder should submit **OEM** Authorisation Form as per the format enclosed in ATC.
10. 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.
11. **Bidder Turn Over Criteria** (if applicable): 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 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
12. 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.
13. **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 5 / 9 L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% 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 percentage of 100% of total value.
14. **Service & Support**: 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 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.
15. **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.

16. The bidder should submit a declaration confirming that the Product Cost/ Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards three years warranty which is included in the product cost/total cost should be indicated in the declaration form. The aforesaid declaration should be submitted along with technical bid. On request split up of warranty cost (year wise) shall be provided by the bidder after price bid opening.
17. As per Institute policy CAMC should be a maximum of 5% of equipment cost and escalation, if any (maximum 5%) should be considered once in every three years. CAMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment. The bidder should offer their AMC/CMAC charges separately in the financial document sought for.
18. As per Institute policy AMC should be a maximum of 2.5% of equipment cost and escalation, if any (maximum 5%) should be considered once in every three years. CAMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
19. The supplier shall enter into CAMC with SCTIMST, 3 (Three) months prior to the completion of Warranty period. The CAMC will commence from the date of expiry of the Warranty period.
20. Successful bidder will have to ensure that adequate number of dedicated technical service personals/engineers are designated/deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing/rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within 3 days' time limit. If the Seller fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value 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.
21. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
22. Performance (during CMC/AMC period): Uptime means 95 percent of total days in a year during which the equipment remains functional. Down time means any shortage in achieving the up-time. Down time attracts penalty.
23. **List of essential spares:** If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price should be attached separately.
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 desires 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 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): For all supplies/contract above rupees five lakhs, the successful bidder should furnish a performance guarantee/security deposit @ 3 percent of purchase order value excluding GST against the item with warranty and 5 percent of purchase order value excluding GST against items without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalized bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier. The reduced percentage may be continued for the entire duration of the contract even beyond 31/03/2023.
27. 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.
28. Declaration regarding local content for **Make in India** preference shall be uploaded along with the bid documents wherever required.
29. 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.
30. Bidder has to demonstrate the equipment Online/Offline on request.
31. Bidders should comply the GOI Order No. F.No.6/18/2019-PPD dated 23.07.2020. A declaration with regard to this OM should be submitted along with technical bid.

2. Buyer Added Bid Specific ATC

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
2. GST shall be included in the AMC Charges quoted.
3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA

decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---