



Bid Number: GEM/2022/B/2323331

Dated: 06-07-2022

### **Bid Document**

Bid Details			
Bid End Date/Time	16-07-2022 14:00:00		
Bid Opening Date/Time	16-07-2022 14:30:00		
Bid Offer Validity (From End Date)	80 (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	Tissue Homogenizer (Q3)		
Years of Past Experience Required for same/similar service	1 Year (s)		
MSE Exemption for Years Of Experience	Yes		
Startup Exemption for Years Of Experience	Yes		
Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *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		
Bid to RA enabled	Yes		
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Evaluation Method	Total value wise evaluation		
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## **EMD Detail**

Required   No	Required	No
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## ePBG Detail

Required	l No
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## **Splitting**

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#### **MII Purchase Preference**

MII Purchase Preference	No

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

#### **Tissue Homogenizer (1 pieces)**

Brand Type Registered Brand

## **Technical Specifications**

# \* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
Tecnhnical	Display Type	NA	
Specification	Speed Range	8000-30000 RPM	
	Generator Probes Type	NA (if not supplied)	
	Generator Probes Length	NA (if not supplied)	
	Power Rating	160, 500, 576, 600, 700, 1200, 1700, 1800 Or higher	
	Noise Level, dB	72	
	No of Generator Probes	NA (if not supplied)	
	Generator Probes Diameter	NA (if not supplied)	
	Power Supply	110-120V/50-60Hz	
	Operation Type	Electric Operated	
	<b>Generator Probes Material</b>	SS 316L Stainless Steel	
	Maximum Circuference Speed, m/sec	6.3	
	Sample Processing Range	0.1 ml-250 ml	
Additional	Package Contents	Homogenizer	
Parameters	Touch Screen Display	No	
	Disposable Probes	No	
	Programmable	Yes	
Dimensions	Rotor Diameter	20.0 - 23.0 Or higher	
	Stator Diameter	20.0 - 30.0 Or higher	
Warranty/Service	Warranty	1.0	
Certifications and Reports	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	No	

Additional Specification Parameters - Tissue Homogenizer ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
Standard Probes along with the equipment (3 probes)	Yes	

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

### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Veena L	695012,BMT Wing, SCTIMST, Satelmond Palace Poojappura, Trivandrum	1	45

# **Buyer Added Bid Specific Terms and Conditions**

#### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 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.
- 2. 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.
- 3. The buyer organization is an institution eligible for **Concessional rate of GST** @ **5%** as notified by the Government of India Notification No. TU/V/RG-CDE(153)/2020 dated 31/12/2020 valid up to 31.08.2023. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. Essentiality certificate to this effect will be issued by Buyer to the Seller after award of the Contract.
- 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 **1 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. The supply includes standard probes for the equipmet.

- 7. **Installation**: 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.
- 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.
- 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. 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.
- 12. **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.
- 13. **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.
- 14. **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. This overrides the warranty in specifications. 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.
- 15. 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.

- 16. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

#### **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.

#### 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---