

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Science And Technology (dst)
संगठन का नाम/Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
कार्यालय का नाम/Office Name	Thiruvananthapuram
वस्तु श्रेणी /Item Category	Custom Bid for Services - Installation of Automated Immuno Analyser under Cost Per Reportable Result basis OPEX Model of Procurement
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Leasing of High Value Medical Equipment (Version 2)
अनुबंध अवधि /Contract Period	5 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित बिड मूल्य /Estimated Bid Value	12500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	313000

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).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

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

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

7. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Split up rate - [1768825031.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1768825044.pdf](#)

Instruction To Bidder:[1768825051.pdf](#)

Scope of Work:[1768825075.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1768825121.pdf](#)

Penalties:[1768825235.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1768825249.pdf](#)

GEM Availability Report (GAR):[1769072997.pdf](#)

Payment Terms:[1769074328.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue

31-01-2026 11:00:00	All pre-bid queries must be submitted to the Purchase Division at Purchase@sctimst.ac.in no later than one day prior to the scheduled pre-bid meeting. It is kindly noted that any queries received after the publication of a corrigendum, if issued, will not be entertained.
---------------------	--

Custom Bid For Services - Installation Of Automated Immuno Analyser Under Cost Per Reportable Result Basis OPEX Model Of Procurement (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Installation of Automated Immuno Analyser under Cost Per Reportable Result basis OPEX Model of Procurement
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1	<p><u>COST PER REPORTABLE RESULT (CPRR)</u></p> <ol style="list-style-type: none"> 1. The technically qualified successful bidder shall install brand new Fully Automated Immunoanalyzer in the Biochemistry Department of SCTIMST, Thiruvananthapuram, Kerala strictly in accordance with the terms and conditions specified in the tender document. 2. The equipment shall be maintained at no additional cost under the OPEX Model of procurement. 3. The Institute shall release payments towards the Cost Per Reportable Result (CPRR) on a monthly basis, subject to the fulfilment of all conditions outlined in the tender. 4. Additionally, the successful bidder shall provide and install one standby Automated Immunoanalyzer free of charge, during the entire contract period and extended period, if any.
2	<p><u>CONTRACT PERIOD AND PERFORMANCE REVIEW</u></p> <ol style="list-style-type: none"> 1. Contract Duration: The contract shall be awarded initially for a period of five (5) years, extendable for a further period of five years or more on the same terms and conditions, subject to mutual consent of both parties and satisfactory performance of the successful bidder and/or its OEM. 2. Performance Review: The Institute reserves the right to conduct an annual performance review during the contract period. Any deficiencies or instances of non-compliance, if reported or noticed, shall be rectified by the successful bidder within a reasonable time frame as determined by the Institute. 3. Annual Declaration: The successful bidder shall submit a declaration in accordance with Clause No. 18 on an annual basis. This declaration will also be taken into account for assessing satisfactory performance. 4. Termination Rights: The Institute reserves the right to suo motu terminate the contract at any time, without prior notice. 5. Price Stability: The rates quoted shall remain firm and frozen for the entire contract period, including any extended period, without escalation. However, any increase or decrease in GST will be considered.

ELIGIBILITY AND MANUFACTURER'S AUTHORIZATION

3

1. **Eligible Participants:** Only **Manufacturers**, their **accredited agents**, or **authorized distributors** shall be eligible to participate in the tender.

2. **Mandatory Documentation:** The bidder must submit valid documentation establishing their status as a Manufacturer, accredited agent, or authorized distributor, along with the **Technical Bid**.

3. **Manufacturer's Authorization Form (MAF):**
 - a. The Manufacturer's name and the **country of origin** of the materials offered shall be explicitly specified in the MAF.

 - b. The MAF must remain valid for a **minimum period of one year** from the date of issuance.

 - c. **The prescribed format for the MAF is enclosed in the Buyer Added Bid Specific ATC (Format A).**

4. **Non-Compliance:** Any offer submitted without the requisite documentation shall be **summarily rejected without further communication**.

4

QUOTATION OF TESTS AND PRICE SUBMISSION:

1. **Capability Requirement:** The equipment offered shall have the capability to perform the specified tests listed in the tender document.

2. **Quotation of Aggregated Value:** Bidders are required to quote the **aggregate value** for the specified number of tests to be performed during the contract period of **five (5) years** on the GeM Portal.

3. **Price Break-up Submission:** **In addition, a split - up of the quoted prices shall be provided in Price Format (B) and uploaded in the prescribed section (Financial Document) on the GeM Portal along with the bid.**

4. **Evaluation and Ranking:** For evaluation and ranking purposes, **only the price quoted in the prescribed field on the GeM Portal will be considered. The total price quoted in Price Format (B) must exactly match the price quoted on the GeM Portal. (Grant Total)**

Details of the tests to be performed are as follows:

FULLY AUTOMATED IMMUNOANALYZER

SI.No.	Name of the Test	Tentative requirement for five years
1	Para Thyroid Hormone (PTH)	1500
2	Beta hCG	1500
3	Follicle Stimulating Hormone (FSH)	1500
4	Serum Prolactin	1500
5	Serum LH	1500
6	Testosterone (Total)	100
7	Estradiol (E2)	100
8	CSF Beta-Amyloid (1-42)	1000
9	CSF pTau	1000
10	CSF tTau	1000
11	Plasma Beta-Amyloid (1-42)	1000
12	Plasma pTau217	1000
13	Insulin (fasting)	100
14	Ferritin	1000
15	CKMB	750
16	Myoglobin	750
4.2	Note: Repeat samples done due to machine error/QC failure should not bear additional cost.	
	<u>RATE OF COST PER REPORTABLE RESULT (CPRR) AND TENDER REQUIREMENTS:</u> <ol style="list-style-type: none">Inclusive Quotation: The rate of Cost Per Reportable Result (CPRR) shall be quoted inclusive of all incidental expenses, including but not limited to reagents, calibrators, controls, cuvettes, probes, washing solutions, resins (if applicable), GST, etc. Calibrators and controls shall be used strictly in accordance with NABL stipulations.Maintenance and Support: All breakdown maintenance, transportation, loading and unloading, spare parts, AMC/CAMC, preventive maintenance kits, remedial maintenance services, and calibration shall be the sole responsibility of the bidder, at their own risk, cost, and expense. Any additional requirements specified in the tender document shall be provided free of cost.The quoted CPRR shall also include the following:<ol style="list-style-type: none">Cost of reagents required for running patient samples	

- b. Cost of all consumables required to perform the tests
- c. Cost of calibrator materials
- d. Cost of reagents and consumables for HIT analysis (mandatory for all samples/tests) Cost of cleaning solutions, maintenance materials, electrodes, tubes, lamps, or any other consumables and regular replaceable parts required to run the tests as per annexure
- e. Cost of tests consumed for calibration
- f. Cost of any test loss due to mechanical error
- g. Cost of reagent wastage due to on-board stability
- h. Cost of QC materials
- i. Applicable GST for service based tender

4. Quotation Methodology:

a. Bidders shall quote their rate for the entire **five years** requirement, rather than quoting per test or per year.

b. Illustration: Example 1, in the case of the test "Para Thyroid Hormone (PTH)", the Institute's requirement is 1500 tests over five years. The bidder shall quote for the full requirement.

i. Total Test Cost of Para Thyroid Hormone (including GST) × 1,500 (total number of Para Thyroid Hormone for 5 years) = Total cost of "Para Thyroid Hormone".

c. Example 2, in the case of the test "Beta hCG", the Institute's requirement is 1,500 tests over five years. The bidder shall quote for the full requirement.

i. Total Test Cost of Beta hCG (including GST) × 1,500 (total number of Beta hCG test for 5 years) = Total cost of Beta hCG tests.

d. Likewise, the total GeM contract value to be quoted on the GeM Portal shall be calculated as the sum of total cost of all 16 tests as mentioned in the Table noted above under point under 4.1.

e. The quoted rate shall be inclusive of all applicable GST, as per prevailing statutory provisions, and shall specifically cover the tax liability applicable to the service contract.

5. The quoted value must be calculated after taking into account the **cost of reagents, consumables, and all other materials** required for conducting the tests, together with **applicable GST**, strictly in accordance with the **Government of India norms**.

6. **The split-up rate of each test must be furnished in the prescribed ATC format B. The total aggregated value must exactly match the total contract value quoted on GeM for five years.**

7. Bid Opening under Single Packet Module: When the tender is published under the Single Packet Bidding Module, both the Price Bid and the Technical Bid shall be opened simultaneously.

8. Preliminary Evaluation: Before forwarding bids for technical evaluation by the SCTI MST Evaluation Team, a preliminary evaluation shall be conducted by the Institute. If any violation is found under the following conditions, the participating bidder shall be rejected prima facie, without further communication:
 - a. Verification of Submissions: The Institute shall verify the submissions of participating bidders to ensure that:
 - i. All prescribed formats, as per tender conditions, have been duly uploaded and attached.
 - ii. Complete technical details and brochures of the items offered are provided.
 - iii. The Integrity Pact Agreement is duly signed and attached.
 - b. Invalid Price Quotation: Any price quotation that does not conform to the calculation methodology prescribed in the tender document shall be treated as invalid and summarily rejected.
 - c. Abnormally Low Quotation: Any bid quoting a rate less than 20% of the estimated bid value shall be summarily rejected in accordance with Government e-Marketplace (GeM) norms and shall not be considered for further evaluation. The 20% benchmark has been introduced by GeM.

6	<p><u>EQUIPMENT CONDITION, INSTALLATION, AND OPERATIONAL READINESS</u></p> <ol style="list-style-type: none"> Brand New Equipment: The equipment offered shall be brand new, with the facility to generate a list of both <i>successful</i> and <i>unsuccessful</i> test results. It must fully comply with all technical specifications and features outlined in the tender document. Test Reporting: Details of tests performed shall be generated directly from the equipment and made available to the department as and when required. Installation Timeline: The successful bidder shall install the equipment within 4 5 days from the date of issuance of the GeM contract. Operational Readiness: The equipment must be made fully operational from the subsequent day after installation.
7	<p><u>INFRASTRUCTURE, WATER SUPPLY AND POWER BACKUP</u></p> <ol style="list-style-type: none"> Institute's Provision: The Institute shall provide an air conditioned environment, if necessary, together with an uninterrupted power supply and water supply for the proper functioning of the system. Bidder's Responsibility: The successful bidder shall supply a compatible online UPS with a minimum of 30 minutes battery backup, to be installed along with the equipment.
8	<p><u>ELIGIBILITY REQUIREMENT / PRIOR EXPERIENCE</u></p> <ol style="list-style-type: none"> The bidding company must have a minimum of five (05) installations, rate contracts, or Cost Per Reportable Result (CPRR) contracts of similar equipment in any Central Government Organization, State Government Organization, Public Sector Undertaking (PSU), or Public Listed Company in India. Documentary evidence substantiating these installations or contracts shall be submitted along with the technical bid. Non-submission of documentary proof will render the bid non-responsive and liable for rejection without further consideration.

9	<p><u>PRICE PARITY AND AFFIDAVIT</u></p> <ol style="list-style-type: none"> Price Parity Condition: The rate offered by the bidder shall be equal to or lower than the rate offered by any Central Government Organization, State Government Organization, Public Sector Undertaking (PSU), or Public Listed Company in Kerala State for the same quantity specified in the bid document. Affidavit Submission: The bidder is required to submit an affidavit (Format - C) confirming compliance with this condition along with the bid. Failure to submit the affidavit shall result in rejection of the offer without further communication. Supporting Documentation: To substantiate the declaration, the Institute may require the bidder to provide relevant purchase orders issued by similar entities, as per the Institute's requirement. Prescribed Format: The affidavit format (Format-C) is provided in the Buyer Added Bid Specific ATC and must be followed without deviation.
10	<p><u>MANUFACTURER REQUIREMENT</u></p> <ol style="list-style-type: none"> Manufacturer Consistency: The equipment manufacturer and the reagent manufacturer must be the same entity. Declaration Requirement: A formal declaration confirming compliance with this condition shall be uploaded along with the Technical Bid.
11	<p><u>EQUIPMENT REPLACEMENT OR UPGRADE</u></p> <ol style="list-style-type: none"> Upgrade Requirement: The successful bidder shall replace or upgrade the equipment with a newer version, as and when such models become available in the market. Mutual Agreement: Any replacement or upgrade shall be carried out on mutually agreed terms between the bidder and SCTIMST. Approval Condition: All replacements or upgrades shall be subject to the prior approval of SCTIMST.

12	<p><u>BUFFER STOCK AND SHELF LIFE OF SUPPLIES</u></p> <ol style="list-style-type: none"> Buffer Stock Requirement: The successful bidder shall maintain an adequate buffer stock of reagents, consumables, and other required items to ensure that testing procedures at SCTIMST are not interrupted, even for a single shift, due to non-availability of materials. Shelf Life Condition: At the time of receipt at SCTIMST, each item supplied must have at least two - thirds of its expiry period remaining. Items with less than two - thirds of their shelf life shall not be accepted. Replacement Obligation: Any loss or premature deterioration of supplies due to biological or other factors during their life span, against the manufacturer's standard warranty/expiry, shall be replaced by the contractor free of cost.
13	<p><u>PRODUCT CERTIFICATION REQUIREMENT</u></p> <ol style="list-style-type: none"> Mandatory Certification: All equipment, reagents, consumables, and related items required to perform the tests must carry a valid Indian product certification. Alternative Certification: In cases where a valid Indian product certification is not available, the items offered shall possess either USFDA or CE certification. Documentary Evidence: Documentary evidence supporting the certification status of each item shall be attached along with the Technical Bid.
14	<p><u>TRAINING OBLIGATIONS</u></p> <ol style="list-style-type: none"> Provision of Training The successful bidder shall ensure that comprehensive on-site training is provided to the Institute's staff, technicians, and faculty members. Such training shall be conducted by a qualified representative of the Original Equipment Manufacturer (OEM) and shall be offered without any restriction on duration, frequency, or number of participants. Scope of Training: Training shall cover both the operation and maintenance of the equipment, ensuring that Institute personnel are fully competent in its use and upkeep. Duration of Training: Training shall be conducted throughout the entire contract period, including any extended period, and shall be arranged as and when requested by the Institute. Cost of Training: All training sessions shall be provided at no additional cost to the Institute.

15	<p><u>DEMONSTRATION AND TECHNICAL EVALUATION</u></p> <ol style="list-style-type: none"> 1. Right to Demonstration: SCTIMST reserves the right to request a free demonstration (online or offline) of the quoted equipment/items after giving reasonable notice to the bidder. 2. Venue of Demonstration: The demonstration shall be conducted at a pre-determined place acceptable to the purchaser, or at the bidder's site in the case of non-portable or heavy equipment. 3. Purpose of Demonstration: The demonstration will be carried out to evaluate: <ol style="list-style-type: none"> a. Technical compatibility with the bidding document specifications b. Professionalism of the bidder c. Quality of work and performance of the equipment 4. Evaluation Outcome: SCTIMST reserves the right to accept or reject the bid based on the product/site evaluation as stated above.
16	<p><u>LOCAL OFFICE, SERVICE SUPPORT, AND QUALITY CONTROL</u></p> <ol style="list-style-type: none"> 1. Registered Office Requirement: The bidder/OEM shall have a registered functional office in Kerala State. Documentary evidence of the same must be uploaded along with the Bid. 2. Service Engineer Availability: A Service Engineer shall be available to attend to any breakdown or emergency calls. 3. Standby Instrument Provision: If the Service Engineer fails to repair the equipment within 24 hours, the successful bidder shall provide a standby instrument until the fault is rectified. 4. Quality Control Analysis: The contractor shall conduct monthly quality control analysis to verify and ensure the performance of the instrument.

17	<p><u>FAILURE TO PERFORM TESTS AND PENALTY</u></p> <ol style="list-style-type: none"> 1. Right to Alternate Testing: In the event that the successful bidder fails to conduct the tests as per Clause 2 and Clause 3, SCTIMST reserves the right to send the samples to any accredited laboratory and recover the cost from the successful bidder. 2. Penalty for Non-Compliance: In addition to cost recovery, a penalty of 2% of the cost incurred shall be levied on each occasion. 3. Contract Termination: If such instances occur more than three (03) times in a year, the Institute reserves the right to terminate the contract without further obligation.
18	<p><u>PRICE PARITY AND DECLARATION REQUIREMENT</u></p> <ol style="list-style-type: none"> 1. Price Parity Condition: The price charged for the items under reference by the supplier shall not exceed the lowest price at which the supplier sells items of identical description to any other person, organization, or institution during the period of the contract. 2. Obligation to Notify: If, at any time during the contract period, the supplier reduces the price of such items or sells them to any other person, organization, or institution at a lower price than that chargeable to SCTIMST, the supplier shall forthwith notify such reduction or sale to the Director, SCTIMST. The price payable for the items supplied after the date of such reduction or sale shall stand correspondingly reduced. 3. Declaration Requirement: The bidder shall furnish a declaration to this effect along with the bid documents, in the prescribed Format - D. 4. Non-Compliance: Failure to submit the declaration in the required format shall result in rejection of the offer without further communication.

PAYMENT CLAUSE

1. Submission of Bills

- a. The bill in triplicate shall be submitted to the Department of Biochemistry, SCT IMST within the first week of the subsequent month.
- b. Monthly bills shall be generated after calculating the number of reportable tests for each line item.

2. Supporting Documents

- a. Each invoice shall be accompanied by a detailed list of successful and unsuccessful tests.
- b. No payment shall be made for unsuccessful tests due to any reason whatsoever.
- c. No payment shall be made for goods rejected on any grounds.

3. Verification of Records

- a. Bills must contain full particulars of the number of each type of test performed during the invoice period.
- b. The number of tests claimed in the bill shall be cross-verified with the records generated by the supplied equipment.

4. Advance Payment

- a. Under no circumstances shall advance payment be made.

5. Buffer Stock Requirement

- a. Bills for the month will be accepted only after ensuring the supply of buffer stock of reagents, consumables, etc. sufficient for performing tests in the subsequent month.
- b. This requirement is to ensure the smooth running of patient care services.

6. Payment Timeline

- a. Payment shall be made within **30 days** of submission of the invoice, along with all relevant documents as specified in the tender.
- b. Deductions, if any, shall be made for defaults or non-compliance.

19

FORCE MAJEURE

1. **Events Covered:** If, at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed due to reasons such as **war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosions, quarantine restrictions, strikes, lockouts, or acts of God**, the following provisions shall apply.
2. **Notice Requirement:** The affected party shall provide **written notice of the occurrence of such event**, duly evidenced with supporting documents, to the other party within **10 days** from the date of occurrence.
3. **Effect on Contractual Obligations:**
 - a. Neither party shall, by reason of such event, be entitled to terminate the contract.
 - b. Neither party shall have any claim for damages against the other in respect of such non-performance or delay.
 - c. Deliveries under the contract shall be **resumed as soon as practicable** after the event has ceased to exist.
 - d. The decision of the **Purchaser** as to whether deliveries have been resumed shall be **final and conclusive**.
4. **Extended Delay:** If the performance of any obligation under this contract is prevented or delayed by such event for a period exceeding **10 days**, either party may, at its option, **terminate the contract**.
5. **Purchaser's Rights on Termination:** In the event of termination under this clause, the Purchaser shall be at liberty to take over from the Seller, at a price to be fixed by the Purchaser (which shall be final), all **unused, undamaged, and accepted materials, bought-out components, and stores in the course of manufacture** in the possession of the Seller at the time of termination, or such portion thereof as the Purchaser may deem fit.
 - a. The Seller may, with the concurrence of the Purchaser, elect to retain certain materials, components, or stores.

21	<p><u>BREACH OF CONTRACT AND FORFEITURE OF SECURITY DEPOSIT</u></p> <ol style="list-style-type: none"> 1. Right to Cancel: In the event of a breach of any terms and conditions of this contract, the competent authority shall have the right to cancel the contract without assigning any reason. 2. No Payment Liability: Upon such cancellation, no payment shall be payable by SCTIMST to the contractor. 3. Forfeiture of Security Deposit: In the event of cancellation due to breach, the security deposit shall stand forfeited.
22	<p><u>PENALTY AND LIQUIDATED DAMAGES</u></p> <ol style="list-style-type: none"> 1. Delay or Non - Fulfilment: If the successful bidder fails to fulfill any or all of the services, or delays delivery within the original or re - fixed delivery/time period(s) specified in the contract, the Institute shall be entitled to deduct or recover penalty /liquidated damages for the delay from the security deposit or monthly bills, unless such delay is covered under the Force Majeure conditions. 2. Rate of Penalty: Penalty shall be levied at the rate of 0.5% per week or part thereof of the delayed period, as pre - estimated damages, subject to a maximum of 10% of the total contract value. 3. Cumulative Penalty Limit: The cumulative penalty shall not exceed 10% of the total contract value. Upon reaching this limit, the Institute shall have the right to: <ol style="list-style-type: none"> a. Obtain the required service/rectification from alternate sources at the risk and cost of the service provider. b. Forfeit the Performance Bank Guarantee (PBG). 4. Reimbursement Obligation: The seller shall be liable to reimburse the cost incurred by the Institute for such service/rectification obtained from alternate sources.
23	<p><u>RECOVERY AND TERMINATION OF THE CONTRACT</u></p> <p>It shall be lawful for SCTIMST to set off and recover any loss, expense, cost, or damages sustained or incurred due to the cancellation or termination of the contract from any amount payable or otherwise due to the supplier under this contract or any other contract with the Institute.</p>

24	<p><u>ELIGIBILITY RESTRICTIONS</u></p> <ol style="list-style-type: none"> 1. Spurious/Adulterated Products: Any firm or company whose product has been declared spurious or adulterated in quality shall not be eligible to participate in the bidding process. 2. Criminal Proceedings: Firms or companies against whom any criminal case is filed and pending in any court shall not be eligible to participate. 3. Convicted Firms: Firms or companies that have been convicted shall also be in eligible to participate in the bid. 4. Blacklisting/Debarment: Similarly, firms or companies that are blacklisted, banned, or debarred by any Central/State Government, its organizations, autonomous bodies, or central drug procurement agencies shall not be eligible to participate in the bid.
25	<p><u>EQUIPMENT RETURN / RETENTION</u></p> <p>At the conclusion of the contract period, the equipment shall be returned to the supplier. Alternatively, SCTIMST reserves the right to retain the equipment in the event of a contract extension, whether by mutual consent or through any other arrangement duly agreed upon.</p>
26	<p><u>SETTLEMENT OF UNSPECIFIED MATTERS</u></p> <p>Any matter not expressly covered under this contract shall be resolved by mutual consent of the parties, in the spirit and intent of this agreement.</p>

REQUIREMENT OF INTEGRITY PACT AGREEMENT:

The **Integrity Pact Agreement** shall form an **integral component of this tender**. It is **mandatory** for all bidders to submit a **signed and sealed copy** of the Integrity Pact Agreement along with the **bid document**.

Submission of the Integrity Pact Agreement is a mandatory requirement. There shall be no second opportunity to submit the Agreement. Failure to comply with this condition shall render the bidder non-responsive, resulting in the outright rejection of the bid without any further communication.

Independent External Monitors:

1. Shri Pramod Kumar Garg, CE & MES (Retd)
K-134, Gulshan Vivante, Sector-137,
27 Noida, Gautam Budh Nagar-201304
Email: pkgarg.1957@gmail.com
Ph:9810778058

2. Shri Otem Dai, IAS (Retd)
Gute Gomro, C - Sector,
Itanagar - 791111
Papum Pare District (Arunachal Pradesh)
e-mail: otemdai@hotmail.com
Ph:9402277510/9717700275

RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

- 28
1. **Eligibility Restriction:** Any bidder from a country that shares a **land border with India** shall be eligible to participate in this tender **only if registered with the Competent Authority**, i.e., the **Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)**.
 2. **Declaration Requirement:** The bidder shall furnish a declaration to this effect along with the bid documents, in the prescribed Format-E.
 3. **Non-Compliance:** Failure to submit the declaration in the required format shall result in **rejection of the offer without further communication**.

29	<p><u>SUBMISSION UNDER SINGLE PACKET MECHANISM</u></p> <p>Since the tender is floated under the Single Packet Bidding Mechanism, all prescribed formats containing both technical and commercial details shall be uploaded along with the bid submission.</p> <ol style="list-style-type: none"> 1. Mandatory Uploads: Bidders must ensure that all required formats (as specified in the tender document) are duly completed and attached in the appropriate sections of the GeM Portal. 2. Compliance Requirement: Any omission, incomplete upload, or misplacement of the prescribed formats will render the bid non-responsive. 3. Right of Rejection: The Institute reserves the right to reject, without further communication, any bid that fails to comply with this requirement at the time of submission of the techno-commercial bid.
30	<p><u>TECHNICAL COMPLIANCE REQUIREMENTS</u></p> <ol style="list-style-type: none"> 1. Technical Compliance Statement <ol style="list-style-type: none"> a. The bidder shall attach the Technical Compliance Statement along with the bid document, strictly in the Format-F provided in the Additional Terms & Conditions (ATC). b. Failure to upload the Technical Compliance Statement in the prescribed format shall render the bidder non-responsive, leading to outright rejection of the bid. 2. Technical Details and Brochures <ol style="list-style-type: none"> a. The bidder shall attach complete technical details of the item offered along with relevant technical brochures to substantiate the submission. b. These documents must clearly demonstrate compliance with the specifications and requirements stated in the tender.
31	<p><u>JURISDICTION</u></p> <p>For all disputes arising out of or in connection with this contract, the courts at Thiruvananthapuram shall have exclusive jurisdiction.</p>

....

7. Buyer Added Bid Specific ATC

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

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 [attached categories](#), 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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---