



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4835003 Dated/दिनांक : 06-04-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-04-2024 11:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	16-04-2024 11:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology			
Department Name/विभाग का नाम	Department Of Science And Technology (dst)			
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)			
Office Name/कार्यालय का नाम	Thiruvananthapuram			
Total Quantity/कुल मात्रा	3			
ltem Category/मद केटेगरी	OEM / Compatible Cartridge / Consumable (Q2)			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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/बिंड से रिवर्स नीलामी सक्रिय किया	No			
Type of Bid/बिंड का प्रकार	Single Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			

# EMD Detail/ईएमडी विवरण PBG Detail/ईपीवीजी विवरण Required/आवश्यकता No Splitting/विमाजन Bid splitting not applied/बोली विभाजन लागू नहीं किया गया. MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता 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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

  OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

### **OEM / Compatible Cartridge / Consumable (3 pieces)**

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Specification Type of Replacement Cartridge/Consumable		Toner	
	Product Class of Replacement Cartridge/Consumable	ОЕМ	
	Print Color of Replacement Cartridge/Consumable	Black	
	Brand of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable	Canon	
	Brand of OEM Printer / MFP etc for which Replacement Cartridge/Consumable is suitable	Canon	
	Model Number/Numbers of OEM Printer /MFP etc for which Replacement Cartridge/Consumable is suitable	LBP621cw, MF641cw, MF643cdw, MF645cx	
	Model Number of Replacement Cartridge/Consumable offered	054-Black	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Veena L	695012,Biomedical Technology Wing Sree Chitra Tirunal Institute for Medical Sciences & Technology Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala, India Pin Code: 695012, Thiruvananthapuram, 695012	3	15

# Special terms and conditions-Version:1 effective from 15-03-2024 for category OEM / Compatible Cartridge / Consumable

- 1. (1) OEM Cartridge covered in the category is the cartridge having the brand of the respective printer OEM. Compatible Cartridge covered in the category is the cartridge having the brand different than the respective printer brand or is manufactured by an entity other than OEM of the printer and is meant to fit in a particular printer for replacing OEM Cartridges.
  - (2) The Compatible OEMs are those entities who are vendor-assessed as per the special VA criteria applicable for compatible cartridges and have been allowed in the category based on favorable vendor assessment reports. They are required to upload catalogues strictly in terms of the VA report
  - (3) While uploading the catalogues, compatible OEMs are required to select the option under parameter product class as "Compatible" and the Printer OEMs uploading OEM Cartridges are required to select the option against product class as OEM. Any deviations in this regard is to be avoided and shall result in administrative actions against the respective OEM
  - (4) The buyers are requested to note that, when the OEM cartridges for different brands of printers are procured through bunch bids, they should opt for item-wise evaluation and not a total value-wise evaluation. This shall ensure that resellers of only one of the printer brands will also be able to participate in the bid. In the event of total value-wise evaluation only entities who are resellers for both the printers' brands shall be able to participate.

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least **5 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 Consigne e with GSTIN of Consignee only.
- 3. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded alon g with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is li able for rejection.
- 4. **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. Organizat ion / PSU / Public Listed Company for **3 years** before the bid opening date. Copies of relevant contra cts to be submitted along with bid in support of having supplied some quantity during each of the ye ar. In case of bunch bids, the primary product having highest value should meet this criterion.
- 5. The Seller shall not assign the Contract in whole or part without obtaining the prior written conse nt of buyer.
- 6. Participating bidders should submit OEM Authorization Certificate along with the bid documents a s per the format given in Buyer uploaded ATC document.

- 7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or r emedy 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 inf orms 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 defe ctive 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 substant ial property owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misre presentation Buyer has placed the Purchase Order on the Seller.
- 8. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in Indi a to provide after sales service support in India. The certificate to this effect should be submitted.
- 9. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 20 17 as amended from time to time. The bidders shall enclose the following certificate along with the b id documents.

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

- 10. Liquidated Damages: If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order/GeM Contra ct, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the c ontract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, Buyer may consider termination of the contract.
- 11. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods an d performance of services shall render the supplier liable to any or all of the following sanctions: (a) I mposition of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default
- 12. 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.
- 13. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sou ght in the Bid document, ATC and Corrigendum if any.
- 14. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified onc e the purchase order is generated. The payment will be processed only after successful verification o f the seller in the portal.

.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---