



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5047862 Dated/दिनांक : 02-07-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-07-2024 17:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-07-2024 17:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology		
Department Name/विभाग का नाम	Department Of Science And Technology (dst)		
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)		
Office Name/कार्यालय का नाम	Thiruvananthapuram		
Total Quantity/कुल मात्रा	450		
ltem Category/मद केटेगरी	Antiseptic Liquid (V2) (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) *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		

Required/आवश्यकता	No
ePBG Detail/ईपीबीजी विवरण	
Required/आवश्यकता	No
Splitting/विभाजन	
Bid splitting not applied/बोली विभाजन लागू नहीं किया व	गया.
MII Purchase Preference/एमआईआई खरीद वरीयता	
MII Purchase Preference/एमआईआई खरीद वरीयता	No
MSE Purchase Preference/एमएसई खरीद वरीयता	
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
	-
exempted from the requirement of "Bidder Turnov quality and technical specifications. If the bidder is "OEM Average Turnover" criteria also subject to me	r latest definitions under MSME rules, the bidder shall be er" criteria and "Experience Criteria" subject to meeting of OEM of the offered products, it would be exempted from the eeting of quality and technical specifications. In case any rience Criteria, the supporting documents to prove his eligibil

- 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

### Antiseptic Liquid (V2) (450 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		
GENERAL	Product Description	Antiseptic Liquid		
PRODUCT INFORMATION	Composition	Chlorhexidine Gluconate IP 7.5% v/v + Cetrimide IP 15% w/v		
	Form of Supply	Liquid		
PACKAGING	Sealed Air Tight well closed Packing	Yes		
	Pack Size (ml)	500 ml		
	Type of Packing	Plastic Bottle		
CERTIFICATION AND REPORT  Availability of valid drug lice for the product issued from a competent authority defined under Drugs and Cosmetic A 1940 and Rules made there under as amended till date		Yes		
	Manufacturing unit certification	GMP		
	Availability of Test report/Certificate of analysis for each batch of the product to be supplied	Yes		
	Type of Test report available of each batch of the product to prove the conformity to the declared specification	In-house Test Report from the Manufacturer		
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes		
SHELF LIFE	Shelf Life from the date of manufacture (in months)	36 Or higher (month)		
	Minimum shelf life of the product at the time of delivery to the consignee	3/4 th of Total Shelf Life		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes, No

### Additional Specification Parameters - Antiseptic Liquid (V2) ( 450 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
Chloroxylenol P P 4.8% w/v	Yes	
Terpineol BP 9.0 & v/v	Yes	
Alcohol ( Denatued) eq to absolute alcohol 13.1 v/v	Yes	

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

### 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	450	30

# Special terms and conditions-Version:1 effective from 24-07-2023 for category Antiseptic Liquid (V2)

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017)
  made there under as amended till date will always be applicable. This will include all notifications
  issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare
  (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time
  in this regard.
  - 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.

- 3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
- 4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
- 5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.

## 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

- Bidders shall quote only those products in the bid which are not obsolete in the market and has a
  t least 5 years' residual market life i.e. the offered product shall not be declared end-of-life by th
  e 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. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commis sioning of Goods and Training of operators and providing Statutory Clearances required (if any) Insta llation, 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 consig nee location free of cost. The payment will be released only thereafter.
- 6. The Seller shall not assign the Contract in whole or part without obtaining the prior written conse nt of buyer.
- 7. Participating bidders should submit OEM Authorization Certificate along with the bid documents a s per the format given in Buyer uploaded ATC document.
- 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.

- 9. 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.
- 10. 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 n otcontain 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 , lossof information or infringements related to copyright and Intellectual Property Right (IPRs) are c aused due to activation of any such malicious code in embedded software.
- 11. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land bord er with India will be eligible to participate in this bid only if the bidder is registered with the Compete nt Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with the bid documents.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a 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]."

- 12. 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.
- 13. 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
- 14. 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.
- 15. 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.
- 16. 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 of 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. 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 <u>attached categories</u>, 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.

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---