



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5916353 Dated/दिनांक : 11-02-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2025 16:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	04-03-2025 16:30:00	
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 Ayush	
Department Name/विभाग का नाम	Na	
Organisation Name/संगठन का नाम	National Institute Of Siddha (nis)	
Office Name/कार्यालय का नाम	O/o Director, Nis Chennai	
क्रेता ईमेल/Buyer Email	dd-adm.nis-tn@gov.in	
Total Quantity/कुल मात्रा	1	
Item Category/मद केटेगरी	Virtual Anatomy Dissection Table	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Virtual Anatomy Dissection Table	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>Digital E-Learning Software For Medical Education</li> <li>Virtual Reality (VR) Classroom Set Up</li> <li>MedTech</li> </ul>	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	125 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	1000 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Past Performance/विगत प्रदर्शन	80 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Comprehensive Maintenance Charges Required	Yes	
Type of Bid/बिंड का प्रकार	Two 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	
Arbitration Clause	No	
Mediation Clause	No	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	1250000

# ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता
-------------------

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।

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

### Beneficiary/लाभार्थी:

Director (i/c)

O/o Director, National Institute of Siddha (NIS), Ministry of Ayush, GST Road, Tambaram Sanatorium, Chennai 600 047, Tamil Nadu

(Prof Dr G Senthilvel)

### **UIN Number NCTGC2415P**

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

## MSE Purchase Preference/एमएसई 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier

as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

- 7. 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.
- 8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
19-02-2025 14:00:00	Conference Hall, Administrative Block 2nd Floor, National Institute of Siddha Campus, GST Road, Tambaram Sanatorium, Chennai 600 047	

### Virtual Anatomy Dissection Table (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
---	-----------------	--

Comprehensive Maintenance	
Warranty of required product 5 Year	
Comprehensive Maintenance Duration (Post Warranty)	5 Year

<sup>\*</sup>Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

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

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	15 Days/दिन

### 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	Radhika Madhavan	600047,National Institute of Siddha (NIS), GST Road, Tambaram Sanatorium	1	30

# 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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

National Institute of Siddha GST Road Tambaram Sanatorium Chennai 600 047

3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 4. Generic

Bidders shall quote only those products (Part of Service delivery) 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.

#### 5. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 6. 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. <u>Click here</u> to view the file

#### 7. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

#### 8. Generic

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 for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

### 9. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 10. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

All accessories mentioned in the Specifications document (UPS etc.), Inbulit software, User manuals, Maint enance Manuals and any other relevant documentation

### 11. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation,

address, e-mail Id and Phone No. required to be furnished along with the bid

### 12. Scope of Supply

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)

#### 13. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

### 14. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 15. **OEM**

IMPORTED PRODUCTS: 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.

### 16. Purchase Preference (Centre)

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

### 17. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 18. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 19. 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.

### 20. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of

Service Centres near consignee destinations are to be uploaded along with the bid.

### 21. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 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 re-imberse the cost of such service / rectification to the Buyer.

### 22. 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.

#### 23. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

The Director National Institute of Siddha payable at Chennai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 24. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Director National Institute of Siddha payable at Chennai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 25. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

The Director National Institue of Siddha

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 26. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

National Institute of Siddha Account No 26320200000638 IFSC Code **BARBOTAMBAR** 

Bank Name

Bank of Baroda

Branch address

Branch: Tambaram Branch; Address NO. 5 (NEW), DURAISAMY REDDY STREET, TAMBARAM, CHENNAI, TN, 60

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 27. Financial Criteria

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

### 28. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Additional Terms and Conditions for the Tender**

### 1. Training Requirement

1.1 As part of the scope of supply, the seller shall provide comprehensive **on-premise training** on the op eration and usage of the Virtual Anatomy Dissection Table at no additional cost. The training must c over all essential functions, features, and maintenance aspects of the equipment to ensure effective utiliza tion by the end users.

### 1.2 Training Details:

- 1.2.1 Number of Training Sessions: Three (3) rounds of training
- 1.2.2 **Duration per Session:** One (1) day per session
- 1.2.3 **Number of Participants:** Up to 150 employees/students in total
- 1.2.4 **Training Venue:** National Institute of Siddha, Chennai
- 1.2.5 Mode of Training: Hands-on, interactive, and instructor-led practical demonstrations
- 1.2.6 The seller shall ensure that the training is delivered by qualified personnel with expertise in the oper ation and maintenance of the Virtual Anatomy Dissection Table. The training must be scheduled in coordin ation with the National Institute of Siddha.

### 2. Scope of Delivery, Installation, and Commissioning

2.1 The seller shall be responsible for the complete end-to-end delivery, unloading, placement, insta Ilation, and commissioning of the Virtual Anatomy Dissection Table at the designated location within th e National Institute of Siddha, Chennai.

#### 2.2 Responsibilities under the Scope:

- 2.2.1 **Delivery & Unloading:** The seller shall ensure safe transportation and unloading of the equipment at the designated premises.
- 2.2.2 Placement: The equipment shall be carefully moved and positioned at the exact location specified by the Buyer.
- 2.2.3 Installation & Commissioning: The seller shall perform complete installation, configuration, and f

unctional testing to ensure the system is fully operational.

- 2.2.4 **Demonstration & Handover:** The seller shall provide an operational demonstration post-installation to confirm functionality and compliance with the tender specifications.
- 2.3 All activities under this scope shall be carried out **at no additional cost** and must be completed within the stipulated timeline agreed upon with the Buyer. The seller shall ensure that all necessary tools, personnel, and resources required for installation and commissioning are arranged in advance.

### 3. Verification of Original Documents

- 3.1 Before issuing a **Letter of Award (LoA)** to the successful Bidder(s), the Procuring Entity may, at its di scretion, request the Bidder to submit for verification the **originals of all documents** whose scanned cop ies were submitted online with the Technical bid.
- 3.2 If required, the **self-certified photocopies** of such documents shall be verified and signed by the competent officer and kept in records as part of the contract agreement.
- 3.3 If the Bidder fails to provide such originals or if substantive discrepancies are found in the submitted d ocuments, it shall be construed as a **violation of the Code of Integrity**, and such a bid shall be liable fo r rejection as non-responsive, in addition to other punitive actions provided in the Tender Document. The e valuation of Bids shall proceed with the subsequent ranked offers.

### 4. Bid Securing Declaration (BSD)

- 4.1 As per current Government orders, bidders seeking exemption from the payment of **Earnest Money Deposit (EMD)** / **Bid Security** and those not required to submit EMD must furnish a **Bid Securing Declaration (BSD)** in lieu of bid security.
- 4.2 The BSD shall be drawn in favor of **'The Director, National Institute of Siddha'** and a **self-atteste d scanned copy of the original BSD** must be uploaded along with the bids. Non-compliance shall lead t o rejection of the bid.

#### 4.3 Conditions for Enforcement of BSD:

- 4.3.1 The BSD shall be automatically enforced if the bidder: Withdraws, amends, or impairs their bid within the validity period. Fails to submit original documents for scrutiny or required Performance Security within the stipulated time. Fails or refuses to sign the contract after acceptance of the bid.
- 4.4 A bidder in breach of these obligations shall be **suspended from eligibility** for bidding in any tender issued by the Ministry/Department for **two years** from the date of enforcement of the BSD.

### 5. Undertakings by the Bidder

### 5.1 MSME Status Declaration:

- 5.1.1 The bidder shall submit an undertaking regarding its MSME status in accordance with the **Public Pro** curement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended).
- 5.1.2 The bidder shall provide a **Udyam Registration Certificate** as proof of MSE registration.
- 5.1.3 If the bidder's proprietors/partners belong to SC/ST or Women categories, details of their ownership percentage shall be specified.

#### 5.2 Genuineness of Submitted Documents:

- 5.2.1 The bidder shall submit an undertaking confirming that all **scanned copies of Certificates**, **Test R eports**, **Documents**, **Affidavits**, **and Undertakings** uploaded along with the bid are **valid**, **true**, **and c orrect**.
- 5.2.2 If any dispute arises regarding the authenticity of the submitted documents, the bidder shall bear full responsibility.

### 5.3 Legal Compliance Undertaking:

5.3.1 The bidder shall submit an undertaking confirming that **no legal suit/criminal case** is pending against the proprietor or any Director of the firm.

5.3.2 The bidder shall also declare that they are **not under liquidation**, **court receivership**, **or similar proceedings**, and are not bankrupt.

#### 6. Pre-Bid Conference and Clarifications

- 6.1 A Pre-bid Conference will be held on 19/02/2025 at 14:00 Hours at the Conference Hall, Secon d Floor, Administrative Block, NIS Campus.
- 6.2 Bidders must submit their queries by **18/02/2025**, **15:00 Hours** via email to **purchase-nis@gov.in** and **admn-nis@gov.in**.
- 6.3 The conference will be conducted in **hybrid mode** (in-person & virtual).
- 6.4 Participation is **not mandatory**, and non-participation shall not be grounds for future objections to the tender conditions.
- 6.5 A **clarification letter and corrigendum** will be issued based on discussions in the Pre-bid Conference, forming an integral part of the Tender Document.

### 7. Contacting the Procuring Entity During Evaluation

- 7.1 From the time of bid submission until contract award, **no bidder shall contact the Procuring Entit y** regarding bid status.
- 7.2 Any attempt to influence the evaluation process shall be treated as a **violation of the Code of Integ rity**, leading to rejection of the bid.
- 7.3 If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically.

### 8. Software Updates & Maintenance

- 8.1 During the warranty period and CMC Period, the supplier must provide regular software update s for the Virtual Anatomy Dissection Table, including but not limited to:
  - New anatomical models and features to enhance educational and clinical applications.
  - Firmware upgrades and version updates to improve system performance.
  - **Bug fixes and security patches** to ensure the stability and security of the system.
- 8.2 All updates shall be **provided at no additional cost** and must be promptly communicated to the Buy er. The supplier shall also ensure that updates do not disrupt system functionality or compatibility with exi sting configurations.
- 8.3 The **bidder** shall submit an **undertaking** confirming their commitment to providing **regular softwar e updates and maintenance** for the **Virtual Anatomy Dissection Table** during the **warranty period**. This undertaking must explicitly state that the bidder shall:
  - Provide timely software updates, including new anatomical models, features, firmware upg rades, version enhancements, and bug fixes at no additional cost.
  - Ensure that all updates are **compatible with the existing system** and do not disrupt functionalit y.
  - Offer **technical support** for software-related issues, including troubleshooting and resolving perfor mance concerns.
  - Notify the Buyer in advance about scheduled **updates**, **patches**, **and enhancements**.

Failure to comply with these commitments may result in **penalties**, including invoking the **performance security, contract termination**, or **exclusion from future tenders**.

This undertaking shall be submitted on the **bidder's official letterhead**, duly signed and stamped by the **authorized representative**.

#### **Annexures**

Annexure 1: Authorization Letter for Attending Pre-bid Conference (To be submitted on company I etterhead)

(on Company Official Letter Head)

Bidder's Name		
[Address and Contact	Details]	
То		
The Director,		
National Institute of Si	ddha	
GST Road, Tambaram	Sanatorium,	
Chennai 600 047		
Ref: GeM Bid No.:		
Subject: Authorization	for attending Pre-bid Conference on	(date).
Following persons are above on behalf ofn below.	hereby authorized to attend the Pre-bid Con (B	ference for the tender mentioned lidder) in order of preference give
Sr.	Name Photo ID Type/ Number	Email and Contact No. (f or sending Meeting ID a nd Password for
		Virtual Pre-bid meeting)
I.		
II.		
Alternate		
Representativ e		
Note:		
L. Maximum of two reperence. An alternate re	presentatives (carrying valid photo IDs) shall epresentative shall be permitted when regula	be permitted to attend the Pre-bid of ar representatives are not able to at
2. Permission to enter on as prescribed above	the hall where the pre-bid conference is cone is not submitted.	ducted may be refused if authorizat
Signatures of bidder		
or		
Person authorized to s	ign the bid documents on behalf of the bidde	er
name & address of Bi	dder and seal of company]	
Annexure 2: Rid Sec	uring Declaration Format (To be submitte	ed on company letterhead)

(on Company Letterhead)
ame
nd Contact Details]
eference No Date
or,
Tarakanan Garakarian
Tambaram Sanatorium,
600 047
Bid No.
n,
'', ndersigned, solemnly declare that:
stand that according to the conditions of this Tender Document, the bid must be supported by a ng Declaration in lieu of Bid Security.
ditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand a ly suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years to the of opening of this bid if we breach our obligation(s) under the tender conditions if we:
1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
refused to or failed to produce the original documents for scrutiny or the required mance Security within the stipulated time under the conditions of the Tender Document.
Fail or refuse to sign the contract.
hat this bid-Securing Declaration shall expire if the contract is not awarded to us, upon the:
receipt by us of your notification
(a) of cancellation of the entire tender process or rejection of all bids or
(b) of the name of the successful bidder or
forty-five days after the expiration of bid validity any extension to it.
or in the contract of the cont

Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]
Dated on day of [insert date of signing]
Place[ insert place of signing]

## 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 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.

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.

# **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges guoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

  7. In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.
  - 8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:
    - CMC charges for 1st year after warranty period- Percentage to be indicated- A1
    - CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
    - CMC charges for 3rd year after warranty period Percentage to be indicated- A3
    - CMC charges for 4th year after warranty period Percentage to be indicated- A4
    - CMC charges for 5th year after warranty period Percentage to be indicated- A5
  - Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.
  - 8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
  - 8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables
    - (i) Number of years for which CMC required.
    - (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

 $C+C^*{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)}$  and so on

- C Cost for equipment quoted and n shall be number of years of product warranty specified.
- If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
- 8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.
- 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.
- 9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
- 10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
- 11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.
- 12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 करना करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---