



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5593643 Dated/दिनांक : 11-11-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-11-2024 17:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	21-11-2024 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	Puducherry		
Department Name/विभाग का नाम	Department Of Drugs Control		
Organisation Name/संगठन का नाम	Department Of Drugs Control		
Office Name/कार्यालय का नाम	Puducherry		
Total Quantity/कुल मात्रा	1		
ltem Category/मद केटेगरी	SPECTROPHOTOMETER (Q2)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	19 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
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 *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 the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes		

Bid Details/बिड विवरण		
Past Performance/विगत प्रदर्शन	50 %	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
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	रे 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

Required/आवश्यकता	No

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	2.50
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). 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 :

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Puducherry, DEPARTMENT OF DRUGS CONTROL, DEPARTMENT OF DRUGS CONTROL, (S Senthilkumar)

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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## MII Purchase Preference/एमआईआई खरीद वरीयता

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MII Purchase Preference/एमआईआई खरीद वरीयता	No	

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.
- 5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and  ${\rm H1}$  bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **SPECTROPHOTOMETER (1 pieces)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
LIGHT SOURCE	Light Source	Xenon Flash	
	Diffraction Grating (lines/mm)	600, 800, 1000, 1200, 1400, 1600, 1800	
	Switching of Light Source	Automatic, Mannual, NA	
	Wavelength Setting And Scanning	Automatic	

Specification Name/विशिष्टि का नाम		Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
TYPE	Type of Spectrophotometer	UV - VISIBLE		
	Type of Optical System	Double Beam		
	Monochromator Type	Czerny-turner		
	Detector Type	Photo Multiplier Tube (PMT), Photodiode		
	Spectral Bandwidth Type	Fixed Bandwidth		
OPTICAL PERFORMANCE	Source Wavelength - Minimum	190.0 (nanometer)		
	Source Wavelength - Maximum	1100, 1500, 2000, 2500, 2700, 3000, 3200, 3300, 1650 Or higher <b>(nanometer)</b>		
	Resolution	0.002, 0.3, 0.5, 1, 1.25, 1.5, 1.7, 2, 0.2, 0.01 (nanometer)		
	Wavelength Accuracy (+/-)	0.1, 0.3, 0.5, 0.8, 1, 1.5, 2, 2.5, 0.05 (nanometer)		
	Bandwidth (nm)	0.1, 0.2, 0.5, 1, 1.5, 1.8, 2.0, 4.0, 5.0, 0.1 to 5.0, 7, 8.5		
	If variable band width, Specify the incremental step value(mm)	1.0, NA		
	Scanning Speed (nm/min)	1600		
	Focal length (mm)	50 to 99		
	Photometric measurement modes	Transmittance, Absorbance, Concentration (Wavelength, time), Reflectance, Energy, Polarisation		
	Photometric Absorbance (Max) (Abs) (+/-)	3.5		
	Photometric Absorbance Accuracy (Max) (+/-)	0.001 - 0.5		
	Photometric Transmittance (Max) (+/-)	100.0 (percent)		
	Photometric Transmittance Accuracy (Max) (+/-)	0 - 0.5 (percent)		
	Photometric Reflectance (Max) (+/-)	0 - 100 (percent)		
	Photometric Reflectance Accuracy (Max) (+/-)	0.0 - 0.5 Or lower (percent)		
	Stray Light Correction	Automatic		
	Baseline Correction	Automatic		
GENERIC	Display	In-built display, Through PC		
	Display type	LCD with Backlight, LED, LCD touchscreen, TFT, NA		
	Display Size	0 - 30 <b>(inch)</b>		
	Test result printing	Through external printer		

Specification	Specification Name/विशिष्टि का नाम	का Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	If inbuilt printer, Type of printer	N/A	
	Suitable software for connecting PC & Printer	II.	
	Connectivity	USB	
	Internal storage(GB)	0 - 80	
	Sample switching/selection	Automatic	
	Capacity of Sample holder / Sample Carousel	8	
	Mximum Path Length of sample	10.0 (millimeter)	
	Number of Cuvettes supplied-inclusive in the scope of supply	10, 25, 50, 100, 200, 300, 400, 500, 2, 4, 6, 8, 0	
	Power Supply	230 V ± 10, 50 Hz	
	Spares and Consumables inclusive in the scope of supply	Yes, No	
OPERATING CONDITIONS	Minimum Operating Temperature	-5, -10, 0, 5, 10 <b>(degree Celsius)</b>	
	Maximum Operating Temperature	35, 40, 45, 50, 55, 60 (degree Celsius)	
Operating Humidity (RH) (%) at 40 degree C		80, 85, 90, 95 <b>(percent)</b>	
WARRANTY	Onsite Warranty	1, 2, 3, 4, 5 (year) 2, 3, 4, 5, 6, 7, 8, 10 (year)	
	Availability of Spares (at extra cost)		
Certification	Availability of UL/CE Certification as per EN 61010-1:2010 Safety requirements for electrical equipment for measurement, control, and laboratory use General requirements	Yes	
	Conformance to EMC/EMI as per EN 61326-1:2013 Electrical equipment for measurement, control and laboratory use	Yes, No	
	Availability of Test Reports from Central Govt / NABL approved / ILAC acredited lab to prove conformity to the specification	Yes, No	

Specification Name/विशिष्टि व		Bid Requirement/बिड के लिए आवश्यक (Allowed	
नाम		Values)/अनुमत मूल्य	
	If yes test report to furnished,to the buyer on demand	N/A	

Comprehensive Maintenance	
Warranty of required product 5 Year	
Comprehensive Maintenance Duration (Post Warranty)	3 Year

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

## 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	S Senthilkumar	605006,Department of Drugs Control, Indira Nagar, Gorimedu	1	15

# 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

#### Terms and conditions

- 1. Warranty: 5 years.
- List of Users of the Quoted Equipment with Phone no, Email id should also be enclo sed.
- 3. On-site Training & Demonstration should be mandatory. Based on the demonstratio n, decision will be taken. If bidder does not provide the demonstration, bidder duly rejected.
- 4. During the warranty period it shall be ensured that all the break down calls is atten ded within 24 hrs and the complete details of service agents / contact details shoul d be furnished to buyer and consignee at time of supplies.

# 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 quoted.

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 be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For 3 year CMC, 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.

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---