



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5421631 Dated/दिनांक : 17-10-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय 01-11-2024 17:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	01-11-2024 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	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	2		
ltem Category/मद केटेगरी	BOD Incubator (Q3)		
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,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		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
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	के 2 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		

Bid Details/बिड विवरण		
Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation		
Arbitration Clause	No	
Mediation Clause No		

### EMD Detail/ईएमडी विवरण

Doguirod/201792175-31	No.
।    Required/आवश्यकता	No

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(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 :

The Director

Biomedical Technology Wing, Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Poojappura P.O, Satelmond Palace, Thiruvananthapuram - 695 012, Kerala (The Director, Sctimst)

#### 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. 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.

- 4. 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.
- 5. 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.

### **BOD** Incubator (2 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

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

Specification	Specification Name/विशिष्टि का	Bid Requirement/बिड के लिए आवश्यक (Allowed	
	नाम	Values)/अनुमत मूल्य	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
DESIGN	Features available in BOD Incubator	Air circulation fan, Removable tray, Temperature sensor, Door hinges, Door handle with lock & key, PID temperature controller, Analog ampere meter, Pilot lamp, Safety thermostat, On/Off MCB, Refrigeration system, Power cord, Caster wheels, Solid door, Heater, Temperature High/Low Safety alarm, On/Off Switch		
Optional Features available in BOD Incubator		Digital event timer, illumination with 3 florescent lights, Digital cyclic timer 24 x 7, 21 CFR Software for data recording, ExteriorSS304/SS316 (GMP Model), Stainless steel perforated trays, Data logger with USB Interface, Humidity system, Door open buzzer, PLC & HMI controller with USB interface, 50 mm validation port hole to insert sensor or wire, IQ, OQ & PQ Documentation,Caster wheels with brake, Inner Chamber made of Anodized Aluminium, Aluminium Perforated Tray, Exterior Mild Steel Powder Coated, Micro PLC PID Controller LCD Display		
	No of Trays	4		
	Air Circulation	Axial fan		
MATERIAL	Exterior body material	Stainless Steel 304		
	Insulation material	PUF		
	Outer door material	Stainless Steel 304		
	Inner door material Material of removable tray	Toughed Glass		
DIMENSION	Chamber Capacity(in ltr)	400-449		
	Thickness of sheet (in MM )	0.7		
	Thickness of Toughed Glass/Acrylic Sheet (in MM )	7		
	Diameter of Stainless Steel wire in mesh ( in MM )	NA		
POWER	Temperature Range	5°C to 60°C		
	Temperature Accuracy	± 0.5°C		
	Temperature Uniformity	± 1°C		
WARRANTY	Warranty(in year)	1, 2, 3, 4 Or higher		

Additional Specification Parameters - BOD Incubator ( 2 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)		
Additional parameter 1	Made of SS304 double walled PUF insulation   PU wheels   Inner chamber with rounded corners   Full length inner glass door   Temperature safety glass   Outer metal door gasket with lock and key   PT 100 sensor   Audio visual alarms   Alarms transmission to multiple locations		
Additional parameter 2	Temperature over shoot and under shoot safety   Delay timer   Chamber illumination   4" display screen   Color touch screen   Custom built controller   Storage upto 1000 reading   Ethernet based communication   Auto Switch		
Additional parameter 3	21 CFR part 11 compliant   Password protection   User manual   Trouble shooting   Preventing maintenance   IQ OQ Protocol   CE/equivalent Indian standard certification   User list of National Institutes/Pharma Industry		
Warranty (Superseding catalogue specification)	3 years		

<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	2	45

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

#### 1. 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 at least 10 y
  ears' residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this perio
- The installation should be supported with spares for a minimum period of 10 years after successful installatio
  n and commissioning. "All the spares and consumables required for the equipment should be made available t
  hrough GeM throughout the agreed supporting period". (A line of confirmation should be submitted along with
  the bid document.)
- 3. 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 Consignee with GSTIN of Consignee only.
- 4. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

- 5. **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. Organization / PSU / Public Listed Company 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.
- 6. Scope of Supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Go ods and Training of operators and providing Statutory Clearances required (if any) Installation, 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 consignee location free of cost. The payment will be released only thereafter.
- 7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 8. Participating bidders should submit **OEM Authorization Certificate** along with the bid documents as per th e format given in Buyer uploaded ATC document.
- 9. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availa ble 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 informs Buyer of its inability to deli ver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise become s 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 defective Material(s) promptly. (iv) The Seller becomes bankrup t or goes into liquidation. (v) The Seller makes a general assignment for the benefit of creditors. (vi) A receive r is appointed for any substantial property owned by the Seller. (vii) The Seller has misrepresented to Buyer, a cting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 10. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provi de after sales service support in India. The certificate to this effect should be submitted.
- 11. **Service & Support**: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Loca tion in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functi onal Service Centre. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support and provid e Escalation Matrix of Telephone Numbers for Service Support.
- 12. **Warranty** period of the supplied products shall be a minimum of **3 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 consigued destinations are to be uploaded along with the bid.
- 13. The bidder should submit a declaration confirming that the Product Cost/Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards Three Years warranty which i s included in the Product Cost / Total Cost, this fact shall be mentioned in the declaration form. Aforesaid decl aration should be submitted along with the technical bid. The warranty (3 years) sought for the equipment is f ree warranty without any additional cost towards extended warranty and if any warranty cost is included in the equipment cost for complying with the tender condition, the same shall not be considered for arriving CAMC value. The split-up of warranty cost (if any included in product cost) shall be provided (year wise) by the bidde r in the financial document sought for. The proforma is available in the Buyer uploaded ATC document.
- 14. Successful bidder will have to ensure that adequate number of dedicated technical service personals/engineer s are designated/deployed for attending to the Service Request in a time bound manner and for ensuring Tim ely Servicing/rectification of defects during warranty period, as per Service level agreement indicated in the re levant clause of the bid. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within 3 days' time limit. If the Seller fails to complet e 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 reimburse the cost of such service/rectification to the Buyer.
- 15. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.

- 16. Comprehensive Annual Maintenance Contract (CAMC): The maximum permissible CAMC charges for each year after warranty period is 3 to 5% of the cost of the equipment. This CAMC charges at Net Present Value will be taken into account for arriving the lowest responsive bidder. However, the actual CAMC value year-wise (excluding GST) has to be given separately in the format attached and uploaded in the Financial document so ought for. The 'cost of the equipment for CAMC calculation' has to be used for calculating the actual CAMC value. The rate percentage of CAMC quoted in the bid has to be taken into account for arriving the actual CAMC value. The 'cost of the equipment for CAMC calculation' shall not include additional warranty cost (if any) as stated in SI.No.13 of ATC, cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in the original value of the equipment by the OEM), cost of transportation, any specific excluded items from CAMC as per the tender terms and also GST of the equipment.
- 17. Annual Maintenance Contract (AMC) Labour: The Labour AMC charges shall be maximum 2.5% tost of the equipment for AMC calculation. The actual Labour AMC value year-wise (excluding GST) has to be give n separately in the format attached and uploaded in the Financial document sought for. The 'cost of the equipment for AMC calculation' shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in the original value of the equipment by the OEM), cost of transportation, any specific excluded items from Labour AMC as per the tender terms and also GST of the equipment.
- 18. The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the complet ion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the dat e specified in the AMC order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.
- 19. Performance (during CAMC period): Uptime means 95 percent of total days in a year during which the equipm ent remains functional. Down time means any shortage in achieving the up-time. Down time attracts penalty.
- 20. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amended from time to time.
- 21. User list: The bidder shall submit the user list of National Institutes/Govt.Organisation in India along with the bid for verifying the performance of the equipment as well as after sale service.
- 22. **List of Essential Spares & Consumables**: If the equipment contains any essential spares and consumables , the price shall be frozen for a minimum period of 3 years after warranty period. The price of the spares and c onsumables should be submitted separately by the bidder in the financial document sought for. The format is available in the Buyer uploaded ATC document. This is for the purpose of price freezing only. However, the bid price shall be inclusive and the equipment be supplied with all essential spares and accessories as per standar d delivery and normal functioning of the machine.
- 23. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SC TIMST' and the paper license / email license to be transferred to the name of Institute.
- 24. 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 not c ontain Embedded Malicious code that would activate procedures to: (i) Inhibit the desires and design ed function of the equipment, (ii) Cause physical damage to the user or equipment during the exploita tion, (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, los s of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- 25. **Performance Bank Guarantee**: The successful bidder should furnish a performance guarantee/security dep osit @ 5 percent of purchase order value for a period of 60 days beyond the completion of all contractual oblig ations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guara ntee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft drawn from a nat ionalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG format is shown in the Buyer uploaded ATC Document. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.
- 26. **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 a ccordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from ti

me 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 land 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 requirements in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the C ompetent Authority shall be attached]."

- 27. Liquidated Damages: If the supplier fails to deliver or install/commission any or all of the goods or fails to p erform the services within the time frame(s) incorporated in the Purchase Order/GeM Contract, the Buyer shal I, without prejudice to other rights and remedies available to the Buyer under the contract, deduct from the c ontract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed s upply of goods, installation, commissioning and/or services until actual delivery or performance subject to a m aximum of 10% of the contract price. Once the maximum is reached, Buyer may consider termination of the contract
- 28. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions: (a) Imposition of liquidate damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default
- 29. 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.
- 30. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.

#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## 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---