



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5190132 Dated/दिनांक : 06-08-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-08-2024 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख⁄समय	16-08-2024 15:30:00	
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 मात्र	1	
ltem Category/मद केटेगरी	Lyophilizer (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, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिड 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)	Νο	
Estimated Bid Value/अनुमानित बिड मूल्य	400000	

Bid Details/बिड विवरण			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
EMD Detail/ईएमडी विवरण			
Required/आवश्यकता	No		
ePBG Detail/ईपीबीजी विवरण			
Required/आवश्यकता	No		
Splitting/विभाजन Bid splitting not applied/बोली विभाजन लागू नहीं किया गया. MII Purchase Preference/एमआईआई खरीद वरीयता			
MII Purchase Preference/एमआईआई खरीद वरीयता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता	I <u></u> ]		
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes		
<ol> <li>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.</li> <li>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. 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.</li> <li>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 products, or GeM. Traders are</li> </ol>			

advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 <u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

## Lyophilizer (1 pieces)

### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
Туре	Model	Ordinary Model		
Certificate & standard	CE Certificate	Yes, No		
Physical Properties         Schering Bottle Quantity ?         50           12Mm         50         50		500-1000		
	Schering Bottle Quantity ? 16Mm	0-500		
	Dryer Area	0.3, 0.5, 0.6, 0.8, 1, 1.5, 2 Or higher <b>(square meter)</b>		
	Schering Bottle Quantity ? 22Mm	0-500		
	Pressure control	Automatic		
	Ice condenser performance (L/24hr)	6, 7, 8, 10, 15, 20 Or higher         4, 5, 6, 7, 8, 10, 15, 20 Or higher (liter)		
	Ice capacity (max)			
	Defrost	heater defrosting		
Performance	Plate quantity (Pc)	4, 5, 6, 8, 10, 15, 20 Or higher		
parameter	Vacuum degree (No Load)	<=10 Pascal		
	Plate Load Capacity	1, 1.5, 2, 3, 4.5, 5, 6, 8, 10, 15, 20 Or higher (liter)		
	Plate size (L/mm)	400, 430, 450, 500, 600, 700, 800 Or higher		
	Amibient Temperature	<=25 deg C		
	Power Kw (220V, 50Hz?	1.11, 1.12, 1.16, 1.42, 1.46, 2.2, 3, 3.8, 4 Or higher (kiloWatt)		
	Cold Trap The Lowest Temperature (No Load)	<= -80 deg C		
Power	Power	1300, 3000, 4000, 6000 Or higher <b>(Watt)</b>		
	Power Supply	220V/50Hz		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Dimensions & size	Height (millimeter)	400-800	
	Cold Trap Size (millimeter)	Cooling Coil	
	Length (millimeter)	500-1000	
	Weight (kilogram)	50-100	
	Plate Size	180, 200, 240 Or higher <b>(millimeter)</b>	
	Width (millimeter)	400-600	

## Additional Specification Parameters - Lyophilizer (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
should have facility to use flasks, petri dishes and vials in the same system without the need for any additional accessories or ungradation	Display : Instrument should have a digital display of not less than five inch wide with real -time display of operating parameters, set up parameters and alarm messages. Visual display of compressor run. Trend graph of condenser temp, sample temp, and vacuum curve. Data table of condenser temp, sample temp and vacuum level Vs time. Sensors : required numbers ( multiple ) sensors for condenser and sample temperature and vacuum should be available.

\* 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	1	45

# 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

**Detailed Specification** 

A fully integrated system of Freeze dryer/Lyophilizer capable of freeze drying at -50¿C or below of aqueous based synthetic and biopolymers, solutions of biological origin and samples in mild acidic a nd alkaline solutions.

#### **Primary Specification**

• Capacity: Ice condenser capacity: 6.5Kg or better • Operation: Easy to set control panel with h eavy duty button or touch screen operated control panel to set the parameters. • Sample flexibility: The system should have facility to use Flasks, petri dishes and vials in the same system without the need for any additional accessories or upgradation. • Display: Instrument should have a digital displ ay of not less than five inch wide with real-time display of operating parameters, set up parameters and alarmmessages. Visual display of compressor run. Trend graph of condenser temp, sample tem p, and vacuum curve. Data table of condenser temp, sample temp, and vacuum level vs time • Sens ors: Required numbers (Multiple) sensors for Condenser and Sample temperature and Vacuum shou Id be available • Vacuum unit selection: Facility to select vacuum unit in mbar or Pascal should be a vailable. Should have Vacuum control option to maintain set point vacuum level • Drying Chamber: The drying chamber should be of transparent acrylic material suitable to visually monitor the proces s and it should be provided with minimum 8 port rubber valve manifolds • Condenser temperature: Condenser temperature should be -50°C or below, with compressor, CFC/HCFC free refrigeration sys tem. Condenser should be made of stainless steel of grade SS304 • Ice capacity (minimum) 4 litre • Vacuum pump: The System should be supplied with a Vacuum pump, with 250 lit/min displacement . The vacuum pump should include NRV & Thermal protector to prevent vacuum pump from over he at, exhaust filter console and filter to avoid oil mist and odour. Additionally, the pump scope of suppl y should Include 5lit vacuum oil and vacuum grease-1box. • Sample safety: The system should have an Audible and visual alarm system for alarm conditions like power failure, break in process, temper ature rise and vacuum status. There should be inbuilt feature to protect the system from power cuts / failure. • Drying trays: Should be suitable for the freeze-drying of samples in flasks, ampoules, vial s and trays. The system should be supplied with minimum four numbers of drying trays with SS 304 grade Shelves for using with vials or petri dish or even directly placing samples without need of any additional accessories or changeover. • Ports: Manifold with 8 ports • Round bottom flask: The syste m should be supplied with 4 No. x 100ml, 4 No. x 250 mland 2 No.x 500 ml round bottom flasks • Bo ttles and Ampoules: The system should be supplied with minimum 8 ampoule adapters, 25 numbers of 2ml ampoules, 25 numbers of 5ml serum bottles with septum, alumina cap along with a crimper t ool. • Connection kit: The system should be supplied with required quality of Vacuum hose, Clamps, Seals and additional 5 set of O-rings assembly. • Data export: The system should have facility for di rect export of data on the process run through USB port without need of any external computer • Au to restart: Facility for automatic restart after power resumption should be available • Stabilizer for op eration: Suitable stabilizerrequired for operation should be provided with the system • Power requir ements: Voltage:200-240V, 50HZ • Warranty: 3 years Optional • Maintenance : Should have comple te maintenance contract for 3 years with annual maintenance contract for 5 years after warranty

- Bidders shall quote only those products in the bid which are not obsolete in the market and has a t least 5 years' residual market life i.e. the offered product shall not be declared end-of-life by th e OEM before this period.
- 2. The installation should be supported with spares for a minimum period of 10 years after successf ul installation and commissioning. "All the spares and consumables required for the equipment shoul d be made available through 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 Consigne

e with GSTIN of Consignee only.

- 4. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded alon g with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is li able for rejection.
- 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. Organizat ion / PSU / Public Listed Company for **3 years** before the bid opening date. Copies of relevant contra cts to be submitted along with bid in support of having supplied some quantity during each of the ye ar. In case of bunch bids, the primary product having highest value should meet this criterion.
- 6. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commis sioning of Goods and Training of operators and providing Statutory Clearances required (if any) Insta llation, Commissioning, Testing, Configuration, Training (if any whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consig nee location free of cost. The payment will be released only thereafter.
- 7. The Seller shall not assign the Contract in whole or part without obtaining the prior written conse nt of buyer.
- 8. Participating bidders should submit OEM Authorization Certificate along with the bid documents a s per the 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 r emedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: (i) The Seller fails to comply with any material term of the Contract. (ii) The Seller inf orms Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. (iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defe ctive Material(s) promptly. (iv) The Seller becomes bankrupt or goes into liquidation. (v) The Seller makes a general assignment for the benefit of creditors. (vi) A receiver is appointed for any substant ial property owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misre presentation Buyer has placed the Purchase Order on the Seller.
- 10. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in In dia to provide 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 Con signee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warran ty). 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 o f documentary evidence of having Functional Service Centre. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.
- 12. **Warranty** period of the supplied products shall be **3 years** from the date of final acceptance of g oods 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 a t 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, Commissio ning, 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
- 13. The bidder should submit a declaration confirming that the Product Cost/Total Cost does not includ

e warranty charges other than OEM Warranty. If any charges claimed by the bidder towards Three Y ears warranty which is included in the Product Cost / Total Cost, this fact shall be mentioned in the d eclaration form. Aforesaid declaration should be submitted along with the technical bid. The warrant y (3 years) sought for the equipment is free warranty without any additional cost towards extended warranty and if any warranty cost is included in the equipment cost for complying with the tender co ndition, the same shall not be considered for arriving CAMC value. The split-up of warranty cost (if an y included in product cost) shall be provided (year wise) by the bidder in the financial document sou ght 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 person als/engineers are designated/deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing/rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rec tification within 3days' time limit. If the Seller fails to complete service/rectification with defined tim e limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of de lay 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 ca nnot 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 for feiture 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 wa rranty period of the equipment.
- 16. **Comprehensive Maintenance Contract (CMC)**: The maximum permissible CAMC charges for e ach year after warranty period is 3 to 5% of the cost of the equipment. This CAMC charges at Net Pre sent 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 upload ed in the Financial document sought 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 calculati on' shall not include additional warranty cost (if any) as stated in Sl.No.13 of ATC, cost towards Insta llation, 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 tend er terms and also GST of the equipment.
- 17. **Annual Maintenance Contract (AMC) Labour**: The Labour AMC charges shall be maximum 2.5 % 'cost of the equipment for AMC calculation'. The actual Labour AMC value year-wise (excluding GS T) has to be given 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 origi nal value of the equipment by the OEM), cost of transportation, any specific excluded items from Lab our 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 completion of warranty period. The CAMC/AMC will commence after the date of expiry of warrant y period from the date 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 CMC/AMC period):Uptime means 95 percent of total days in a year during wh ich the equipment remains functional.Down time means any shortage in achieving the up-time.Dow n time attracts penalty.

- 20. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amend ed from time to time.
- 21. **List of essential spares and 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 consumables should be submitted separately by the bidder in the finan cial document sought for. The format is available in the Buyer uploaded ATC document. This is for t he purpose of price freezing only. However, the bid price shall be inclusive and the equipment be s upplied with all essential spares and accessories as per standard delivery and normal functioning of the machine.
- 22. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SCTIMST' and the paper license / email license to be transferred to the name of Institute.
- 23. Malicious Code Certificate: The seller should upload following certificate in the bid: -

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does n otcontain Embedded Malicious code that would activate procedures to: - (i) Inhibit the desires and designed function of the equipment.

- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage , lossof information or infringements related to copyright and Intellectual Property Right (IPRs) are c aused dueto activation of any such malicious code in embedded software.

- 24. **Performance Bank Guarantee** (if applicable): The successful bidder should furnish a performan ce guarantee/security deposit @ 10 percent of purchase order value for a period of 60 days beyond t he completion of all contractual obligations of the supplier including warranty. Besides ePBG, PBG ca n also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SC TIMST or Account Payee Demand Draft drawn from a nationalized bank favoring The Director, SCTIM ST 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.
- 25. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land bord er with India will be eligible to participate in this bid only if the bidder is registered with the Compete nt Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with th e bid documents.

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

- 26. Liquidated Damages: If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order/GeM Contra ct, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the c ontract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week o f delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximu m is reached, Buyer may consider termination of the contract.
- If any delay by the supplier in maintaining its contractual obligations towards delivery of goods an d performance of services shall render the supplier liable to any or all of the following sanctions: (a) I mposition of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of th

e Contract for default

- 28. Bidders must ensure that only the concerned document is uploaded in a particular field for docum ent upload. Uploading the same document in multiple fields should be avoided.
- 29. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sou ght in the Bid document, ATC and Corrigendum if any.
- 30. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified onc e the purchase order is generated. The payment will be processed only after successful verification o f the seller in the portal.
- 31. Declaration regarding local content for **Make in India** preference shall be uploaded along with th e bid documents wherever required.

# 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

#### 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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---