



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5197348 Dated/दिनांक : 25-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-08-2024 15:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-08-2024 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 मात्रा	1		
ltem Category/मद केटेगरी	Vertical Electrophoresis System (Q2)		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes		
Participation restricted to CPSE seller	Yes (This bid is reserved for participation only by CPSE sellers and hence CPSE sellers will be exempted from payment of Transaction charges)		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), 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/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	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			
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 ग	ाया.			
MII Purchase Preference/एमआईआई खरीद वरीयता				
MII Purchase Preference/एमआईआई खरीद वरीयता	No			
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

- 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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are

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

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

Vertical Electrophoresis System (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

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Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Performance Parameters Dimensions of Glass Plates in cm x cm		20x10	
	Dimensions of Gel in cm x cm	8x8.5, 18x8, 16x17.5, 10x10, 20x20	
	Thickness of comb (mm)	1.5	
	Thickness of spacers (mm)	1.5	
	Construction of Unit (Moulded/Fabricated)	Single Moulded	
	Upgradable Option	Yes Or higher	
	Casting Module Included	Yes Or higher	
Power supply unit	System should be provided with atleast three sets of output terminals to deliver constant voltage or current	Yes Or higher	
	Output range	voltage: 10-300v; current: 4-400ma; power: 75 watts or better	
	Led display for voltage, current, power and time	Yes Or higher	
Safety feature		Overload/short circuit detection; over voltage protection	
Miscellaneous Parameters	Comprehensive Warranty in years	2	
	Number of installations of the Machine machines in Central /State/PSU Govt Hospitals(Note: Seller should supply a performace certificate of the device to the buyer if demanded after placement of order)	More than 3	

Additional Specification Parameters - Vertical Electrophoresis System (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
Number of gels-2 gels(can be upgraded to 4 Gel), Precast gels (Ready Gel precast gels) & Handcast gels, Gel sixe (WXL)-precast 8.6 x 6.8 - Handcast : 8.3 x 7.3 cm	Total Buffer volume for 2 gels- 700ml, Total buffer volume for 4 gels- 1000ml, Typical run times for SDS- PAGE- 35-45 min (200 V constant)	
Should have side by side casting stand, should come with suitable plastic combs, should be supplied with SDS PAGE Starter Kit, Immuno Blot PVDF Membrane necessary consumables	Mini Format Western Transfer Apparatus- System should provide rapid, high quality western transfer, Must accommodate at least two mini gels of size at least 10 X 7.5 cm, Transfer time for both gels must be supported in a time frame of One hour, Overnight transfer must also be taken care, Preferable with a cooling unit to take care o heat generated. The unit should be mountable on a Magnetic Stirrer and should also be cold room compatible.	
Buffer Requirement should not exceed 450ml-500ml per run, Modularity of same tank to run page gels must be available	Should be available either as a stand alone apparatus or as a module compatible with mini SDS page Gel running apparatus. Transfer cassettes electrodes should be color coded to ensure proper orientation of the gel during transfers.	
The apparatus should come completer with Gel Holder cassettes- Foam pads, Modular electrode assemblies, cooling unit within Tank.	Electrophoresis Power Supply- Output range (programmable): 10-300V, fully adjustab;e in 1 V steps 4-400mA, Fully adjustable in 1 mA steps 75W maximum, Type pf output: Constant voltage, constant current with automatic crossoverOutput terminals: 4 pair recessed banana jacks floating in parallel, Timer: 1-999min, fully adjustable, pause/resume run function: YES, Display: Operating conditions: 0-40°C/0-95% humidity in the absence of condensation,	
TUV EMC certification, Safety features: No-load detection, sudden load change detection. overload/short circuit protection, input line protection auto power up after power failure	Input protection: Fuse on both hot and neutral, Input power (actual) : 90-120 or 198-264 VAC, 50 or 60 Hz, auto switching, LED,should have CE Certification	

^{*} 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. परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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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	30

Special terms and conditions-Version:3 effective from 07-07-2021 for category Vertical Electrophoresis System

1. • Comprehensive warranty

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

Service centres

Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .lt shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

Source of supply

It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.

Packing and Marking

Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date , brief description of goods including quantity ,. Packing list reference number , country of origin of goods and any other relevant details.

Spare Parts

Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM . It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies .In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.

• Installation, Training, Manuals

Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee & representatives for operating and maintaining the equipment and Supplying required number of operation &

maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations , training and manuals the same shall also be applicable.

Electrical safety checking

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

• Software All software updates should be provided free of cost during warranty period.

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

- 1. 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 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 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 condition, 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 calculation' shall not include additional warranty cost (if any) as stated in SI.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 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 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.Down 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 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 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 due to activation of any such malicious code in embedded software.

- 24. Performance Bank Guarantee (if applicable): The successful bidder should furnish a performan ce quarantee/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.
- 27. 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.
- Declaration regarding local content for Make in India preference shall be uploaded along with th 31. 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

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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.

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---