

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time  | 27-02-2026 14:00:00   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time   | 27-02-2026 14:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)  | 180 (Days)  |
| मंत्रालय/राज्य का नाम / Ministry/State Name  | Ministry Of Science And Technology  |
| विभाग का नाम / Department Name   | Department Of Science And Technology (dst)  |
| संगठन का नाम / Organisation Name   | Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)   |
| कार्यालय का नाम / Office Name  | Thiruvananthapuram  |
| कुल मात्रा / Total Quantity  | 3   |
| वस्तु श्रेणी / Item Category   | PCT CAPTURE ANTIBODY , PCT DETECTION ANTIBODY , PCT RECOMBINANT ANTIGEN   |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | PCT RECOMBINANT ANTIGEN   |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | Rapid Antigen Test Kit for SARS - CoV - 2 / COVID - 19, COVID-19 Rapid Antigen detection-based Home Test/Self Test kits, Point of Care Rapid Test Kits for Humans - Dengue, Malaria, Typhoid & Others, Rapid Test Kit for HIV / Syphilis / Hepatitis B Virus (HBV) / Hepatitis C Virus (HCV), Biosafety Cabinet, Ultra low temperature laboratory deep freezer, Dengue ELISA Test Kit, SPECTROPHOTOMETER, HIV ELISA Test Kits, Ice Flake Making Machine |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                    | <ul style="list-style-type: none"> <li>• Mutation Detection Kit</li> <li>• Dengue ELISA Test Kit</li> </ul>   |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Complete  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Complete  |

| बिड विवरण/Bid Details  |  |
|--|--|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller   | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)   |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension  | 3  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended  | 5  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count  | 2  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | No   |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| प्राथमिक उत्पाद श्रेणी/Primary product category  | PCT CAPTURE ANTIBODY   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No   |
| मूल्यांकन पद्धति/Evaluation Method   | Item wise evaluation   |
| वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required  | Yes  |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

|  |    |
|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--|----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 25  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.

6. 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.

#### मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b> | वस्तु/श्रेणी / <b>Item/Category</b> | मात्रा / <b>Quantity</b> |
|--|-------------------------------------|--------------------------|
| Schedule 1   | Pct Capture Antibody                | 1                        |
| Schedule 2   | Pct Detection Antibody              | 1                        |
| Schedule 3   | Pct Recombinant Antigen             | 1                        |

#### **PCT CAPTURE ANTIBODY ( 1 pieces )**

##### तकनीकी विशिष्टियाँ / **Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

##### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/**Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी / <b>Consignee<br/>Reporting/Officer</b> | पता/Address   | मात्रा / <b>Quantity</b> | डिलीवरी के दिन/ <b>Delivery<br/>Days</b> |
|-------------------|--|---|--------------------------|--|
| 1                 | Sheeba. R. M   | 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                                       |

#### **PCT DETECTION ANTIBODY ( 1 pieces )**

##### तकनीकी विशिष्टियाँ / **Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Sheeba. R. M  | 695012,Biomedical Technology<br>Wing Sree Chitra Tirunal<br>Institute for Medical Sciences &<br>Technology Satelmond Palace,<br>Poojappura,<br>Thiruvananthapuram, Kerala,<br>India Pin Code : 695012,<br>Thiruvananthapuram, 695012 | 1                | 60                              |

**PCT RECOMBINANT ANTIGEN ( 1 pieces )****तकनीकी विशिष्टियाँ /Technical Specifications**

|  |                          |
|--|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer<br>Specification Document | <a href="#">Download</a> |
|--|--------------------------|

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Sheeba. R. M  | 695012,Biomedical Technology<br>Wing Sree Chitra Tirunal<br>Institute for Medical Sciences &<br>Technology Satelmond Palace,<br>Poojappura,<br>Thiruvananthapuram, Kerala,<br>India Pin Code : 695012,<br>Thiruvananthapuram, 695012 | 1                | 45                              |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery

time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. 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 at least 10 years' residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. The installation should be supported with spares for a minimum period of 10 years after successful installation and commissioning. "All the spares and consumables required for the equipment should 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 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. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any) 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. **ITEM SHOULD BE SUPPLIED ONLY ON FOR DESTINATION BASIS (INCLUSIVE OF UNLOADING CHARGES).UNLOADING CHARGES NEED TO BE BORNE BY SUPPLIER ONLY.** The payment will be released only thereafter.
6. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
7. Participating bidders should submit **OEM Authorization Certificate** along with the bid documents as per the format given in Buyer uploaded ATC document.
8. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy 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 informs 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 defective 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 substantial property owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
9. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
10. **Service & Support:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee'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.
11. 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 is included in the Product Cost / Total Cost, this fact shall be mentioned in the declaration form. Aforesaid declaration should be submitted along with the technical bid. The warranty (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 any included in product cost) shall be provided (year wise) by the bidder in the financial document sought for. The proforma is available in the Buyer uploaded ATC document.
12. Successful bidder will have to ensure that adequate number of dedicated technical service personals/engineers 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 relevant 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 complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

13. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
14. **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 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 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 Competent Authority shall be attached]."*
15. **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 Contract, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of 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 maximum is reached, Buyer may consider termination of the contract.
16. 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 liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default
17. 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.
18. 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.

#### MANUFACTURER'S AUTHORISATION FORM

The Director

Sree Chitra Tirunal Institute for Medical Sciences and Technology

Medical College P.O

Thiruvananthapuram - 695 011

Dear Sir/Madam,

Ref: GeM Bid No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the bid) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a bid, process the same further and enter into a contract w

ith you against your requirement as contained in the above referred GeM Bid for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

\_\_\_\_\_ (please provide reason here).

We also hereby extend our Full Warranty of 3 Years as applicable as per terms and conditions of the bid, for supply by the above firm against this bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

**ANNEXURE - III**

**DECLARATION AS PER RULE 144 (xi) OF GFR 2017**

The Director

Sree Chitra Tirunal Institute for Medical Sciences and Technology

Medical College P.O,

Thiruvananthapuram - 695011

Dear Sir/Madam,

Ref: Tender No \_\_\_\_\_ dated \_\_\_\_\_

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 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 bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]



Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the Bidder]

Note: This letter should be on the letter head of the bidder and should be signed by a person competent and having the power of attorney to legally bind the bidder.

## अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of

Work.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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 कार्यवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**