बिड संख्या/Bid Number: GEM/2026/B/8268680

दिनांक /Dated: 12-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-12-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-12-2026 19:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sm.sctimst-ker@gov.in Buyer Email id: bmtpurind5@sctimst.ac.in
कुल मात्रा/Total Quantity	33
वस्तु श्रेणी /Item Category	Steritest Ampoules Spores of Geobacillus Stearothermophilus , Nitrile Gloves Medium , Methanol for HPLC , N Hexane , N Heptane
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Steritest Ampoules Spores of Geobacillus Stearothermophilus, Nitrile Gloves Medium, Methanol for Hplc, N-Hexane(HPLC), N Heptane

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: Steritest Ampoules Spores of Geobacillus Stearothermophilus Category not available on GeM for the text string uploaded by the buyer **Searched String**: Nitrile Gloves Medium Nitrile Coated/Nitrile Hand Gloves (V2), Nitrile Rubber Gasket-BHEL, Single Use Sterile Rubber Surgical Gloves Conforming to IS 13422, Gloves -Handicraft, Single Use Medical Examination Gloves Conforming to IS 15354 (Part 1), Cricket gloves, General Purpose Hand Gloves (V2), Taekwondo Gloves, Low temperature Gloves, Football Goalkeeper Gloves **Searched String**: Methanol for Hplc Automated HPLC System for Separation of complex mixtures, XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Methanol for Bulk Supply as per IS 517, Methanol as per IS 517, File/Folder (V3), Direct Methanol Fuel Cell (600 Wh) As per MHA Specifications, Chair for General Purpose, HPLC Columns (High Pressure Liquid Chromatography) (V2), Steel Filing Cabinets for General Office Purpose conforming to IS 3313 (V2), Direct Methanol Fuel Cell (3000 Wh) As per MHA Specifications **Searched String**: N-Hexane(HPLC) Hexane (V2), Sodium Hexane Sulphonate / Hexane Sulphonic Acid Sodium, Automated HPLC System for Separation of complex mixtures, N,N Dimethyl P Phenylenediamine Dihydrochloride, Integral Waterproofing Compounds for Cement Mortar and Concrete as per IS 2645, n-Heptane (V2), Automotive Chassis Fitted with Engine (V2), N-acetylcysteine Injection, Toilet Soap, Liquid (V3) Conforming to IS 4199, HPLC Columns (High Pressure Liquid Chromatography) (V2) **Searched String**: N Heptane n-Heptane (V2), N,N Dimethyl P Phenylenediamine Dihydrochloride, N-acetylcysteine Injection, Automotive Chassis Fitted with Engine (V2), N-ACETYL-DL-METHIONINE, Books (V2), N - Pit Pumps (IOCL), Classroom Stools, N-(1-Naphthyl)ethylenediamine, Tetra-n-butylammonium hydrogen sulfate
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Methanol as per IS 517 • Nitrile Coated/Nitrile Hand Gloves (V2) • Bacillus Thuringiensis var. Kurstaki Serotype H-3a,3b,strainZ-52
बीओक्यू शीर्षक /BOQ Title	Nitrile Gloves
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / **Startup Relaxation for Years Of Experience and Turnover**	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	OEM Authorization Certificate,Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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 दस्तावेज़ों 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**	Steritest Ampoules Spores of Geobacillus Stearothermophilus
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
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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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 schedule wise 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 / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	Steritest Ampoules Spores Of Geobacillus Stearothermophilus	2
Schedule 2	Nitrile Gloves Medium	20
Schedule 3	Methanol For Hplc	5
Schedule 4	N Hexane	3
Schedule 5	N Heptane	3

Steritest Ampoules Spores Of Geobacillus Stearothermophilus

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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	2	90

Nitrile Gloves Medium

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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	20	90

Methanol For HPLC

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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	5	90

N Hexane

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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	3	90

N Heptane

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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	3	90

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 (Increased quantity ÷ Original quantity) × 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

Sl. No.	Terms and Conditions
1	**Eligibility Criteria:** Only Manufacturers, their accredited agents, or authorized distributors are eligible to participate in this tender.
2	The Manufacturer’s name and the country of origin of the offered materials must be clearly stated.

3	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
4	**Regulatory Compliance** All provisions of the Drugs and Cosmetics Act, 1940 and associated Rules (including the Medical Device Rules, 2017), as amended to date, shall apply. This includes all relevant notifications issued by CDSCO, MoHFW, and DOP.
4.a	For imported brands quoted on behalf of foreign principals/manufacturers, a valid CDSCO certificate/license must be attached.
4.b	For indigenous items, a certificate issued by the State Drug Controller should be submitted.
5	**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.
6	**Price Control Compliance:** The price quoted must not exceed the ceiling price fixed under DPCO/NPPA or by the State Government, if applicable. In case of any reduction in such ceiling prices, the seller must revise the quoted price accordingly.
7	**Buffer Stock and Emergency Supply:** The successful bidder must maintain adequate buffer stock of contracted items.
7.a	Any contamination (fungus, foreign particles, etc.) will lead to rejection and further action.
8	Rejected goods must be replaced or damages paid as applicable.
9	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.

10	**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. The payment will be released only thereafter. Item should be supplied only on FOR Destination basis (Inclusive of unloading charges). Unloading charges need to be borne by supplier only.
11	**Default and Alternate Procurement:** In case of default in timely and correct supply, SCTIMST may procure the items from alternate sources without cancelling the contract.
12	Any excess cost incurred will be recovered from the supplier's bill, security deposit, or other means.
13	**Assignment and Subletting Restrictions:** The successful bidder shall not assign, underlet, or sublet the contract or any part thereof.
14	The supplier remains fully responsible for contract obligations regardless of consent.
15	The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer
16.	**Demand Variability** :The quantities mentioned in the tender are indicative and subject to variation based on user department. Exact requirements will be determined during fixation of Purchase/ Contract order
16.a	The successful bidder must align with the specifications of the item prescribed in the contract.

17	Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, B uyer may terminate the Contract or any part thereof by a writ ten notice to the Seller, if: (i) The Seller fails to comply with an y material term of the Contract. (ii) The Seller informs Buyer o f its inability to deliver the Material(s) or any part thereof withi n the stipulated Delivery Period or such inability otherwise bec omes apparent. (iii) The Seller fails to deliver the Material(s) o r any part thereof within the stipulated Delivery Period and /or to replace/rectify any rejected or defective Material(s) pro mptly. (iv) The Seller becomes bankrupt or goes into liquidatio n. (v) The Seller makes a general assignment for the benefit o f creditors. (vi) A receiver is appointed for any substantial pro perty owned by the Seller. (vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller
18	**False Information Clause** If any information provided by th e supplier is found to be false, SCTIMST may terminate the co ntract and forfeit the security deposit.
19	Losses or expenses incurred due to cancellation will be recove red from the supplier.
20	**Price Parity Declaration** (if applicable)The rate offered will preferably be equal to or lower than that offered to any Centr al/State Government Organization, PSU, or Public Listed Comp any in Kerala.
20.a	Further, whenever the Institute is requested to furnish a suppl y order issued by a similar entity for the tendered item, the bi dder shall provide the same, without fail, to substantiate the r ate quoted.
21	**Restrictions under Rule 144 (xi) of GFR 2017**: Any bidder from a country which shares a land border with India will be el igible 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) 201 7 as amended from time to time.
21.a	**A declaration to this effect must be submitted with bid documents (Format A).**
22	Failure to comply will result in rejection without further comm unication.

23	**Price Reduction Notification** If the supplier reduces the price of the item during the contract period or sells it at a lower price to another entity, the same reduced price must apply to SCTIMST.
23.a	**A declaration to this effect must be submitted with bid documents (Format B).**
24	Failure to submit will result in rejection without further communication.
25	Penalty Clause Delay in Delivery: If the supplier fails to deliver, install, commission any or all of the goods, or fails to perform the services within the time frame stipulated in GeM contract, the purchaser shall, without prejudice to other rights and remedies available under the contract, deduct from the contract price liquidated damages at the rate of 0.5% per week of delay or part thereof on the delayed supply of goods, installation, commissioning and/or services, until actual delivery of performance. The total deduction shall not exceed 10 % of the contract price. Once the maximum limit is reached, the purchaser may consider termination of the contract. Any delay the Supplier in fulfilling its contractual obligations regarding delivery of goods and performance of services shall render the Supplier liable to one or more of the following sanctions: 1. Imposition of liquidated damages. 2. Forfeiture of Performance Security. 3. Termination of the Contract for default.
26	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.
27	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.

XXXXXX

.

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्रवाई 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---