

Bid Corrigendum

GEM/2023/B/3601647-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **Availability of Service Centres:** 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 center 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.
3. **After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.**
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
The Director, SCTIMST
payable at
Thiruvananthapuram
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
6. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
7. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
9. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
10. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

11. Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
12. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
14. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
15. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
16. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
17. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
18. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
19. 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)
20. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
The Director, SCTIMST
payable at
Thiruvananthapuram
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
21. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
The Director, SCTIMST
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
22. 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 Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
23. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
24.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
25. 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.

26. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

27. Buyer Added text based ATC clauses

A	Bidders are advised to quote prices as per technical specification. However detailed breakup of quoted prices should be provided in Price Format - A1 and A2 and uploaded in the prescribed place (Financial Document Required) on online GeM portal. The prices quoted in the prescribed field on GeM portal will be considered for ranking purpose. Total price quoted in Price Format - A1 and A2 must match with the price quoted in GeM portal.
B	All equipment and Accessories except the items listed below, quoting against the bill of quantity will be included under CAMC. Cost of the exempted items should not be considered for CAMC calculation. A line of confirmation on the above should be uploaded along with the technical bid. List of items to be excluded from the CAMC. <ol style="list-style-type: none"> 1. Demolishing, Reconstructing, Water Proofing, Plumbing, Repainting and Replacement 2. Medical Gas Line Installation. 3. Pendants 4. Storage Unit 5. Operating List Board 6. Hatch Box
C	The Bidders are advised to quote price of Spare parts, Consumables in the attached format "B" and "C" accordingly and uploaded the same in the prescribed place (Financial Document Required) on online GeM portal. The equipment 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".
D	The five years warranty sought for is OEM/bidder free warranty without any additional cost towards extended warranty to fulfil the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard and included in the product cost in Price Format -A1 and A2 should be mentioned in the price format D also, and uploaded the same in the prescribed place (Financial Document Required). This warranty charges shall not be considered for calculating actual CAMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidder shall submit a declaration- "Certify that the Equipment/accessories quoted in the bid is having OEM/bidder free warranty of five years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of five year warranty". This declaration shall be furnished along with the Technical bid in format H . False declaration may lead to rejection of bid. In the case of agents quoting on behalf of their foreign principal, proforma invoice from the OEM (Foreign principal company) indicating the nature of after sale service including warranty condition and commission payable to the Indian agent shall be furnished along with the price bid .
	As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. Quoting of CAMC charges in excess of Institute's general policy, if any, may require negotiation, if found necessary, after selection of L1, subject to terms and condition in the tender and agreed by both the parties. The actual CAMC value to be payab

E	<p>le after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in "Format -E" and uploaded the same in the prescribed place (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC calculation" shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.</p>
F	<p>The warranty and CAMC condition as given above should be applicable for the third party items, if any supplied. The successful bidder shall furnish the agreement executed in this regard with the third parties as and when called for. The genuineness of price quoted for the equipment / accessories are very important and this price shall not be loaded with any other cost. A declaration in this regards shall be furnished along with technical bid in format H</p>
G	<p>The successful bidder shall enter into CAMC 3 (three) months prior to the completion of warranty period. The CAMC will commence after the date of expiry of warranty period from the date specified in the work order and as per the terms and conditions issued in this regard, which will be treated as the first year of CAMC. This tender will form part of the CAMC work order.</p>
H	<p>Penalty clause:</p> <p>1. Delay in Delivery:</p> <p>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, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 Purchaser may consider termination of the contract.</p> <p>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:</p> <ol style="list-style-type: none"> I. Imposition of liquidated damages, II. Forfeiture of its Performance Security and III. Termination of the Contract for default <p>2. Performance (during Warranty period)</p> <p>Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:</p> <ol style="list-style-type: none"> I. In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation. II. The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services. III. In case of non-adherence to clause (I) or (II) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.5 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from S D/Performance Bank Guarantee. IV. The time spent on the repair work will be added to the warranty period of the equipment. <p>3. Performance (during CMC/AMC period):</p>

i. Uptime means 95 percent of total days in a year during which the equipment remains functional.

II. Down time means any shortage in achieving the up-time

III. Down time penalty will be levied as per following terms and condition:

IV. In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.

V. In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0.5 percent of contract value per day per auxiliary unit from the service provider.

VI. Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

Qualification criteria

1. The bidder must be a manufacturer or their authorized agents having a place of business in any state of India are eligible to participate in this bid. The bidders should submit "Manufacturer's Authorization Form" for each items quoted and shall be submitted along with technical bid, as per the format enclosed in the bid document (**Format "F"**).

2. The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or completed similar works to any Central / State Govt. Organization / PSU / Public Listed Company / Private sector during preceding five financial years, (i.e current year and Five previous financial years) as on opening of bid, as per following criteria.

a. Single order of at least 30% of estimated bid value (Rs 3,54,00,000/-)

OR

b. Two orders of at least 20% each of estimated bid value (Rs 2,36,00,000/-)

OR

c. Three orders of at least 10% each of estimated bid value (Rs 1,18,00,000/-)

For fulfilling the experience criteria, any one of the following documents may be considered as valid proof for meeting the experience criteria:

1. Purchase Order copy (with order value) along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

2. Execution certificate by client with order value.

3. Any other document with order value in support of order execution like Third Party Inspection release note, etc.

Satisfactory performance certificate issued by respective buyer organization for the above orders should be uploaded along with technical bid.

Similar works shall mean "Supply, Installation, Testing and Commissioning of

	<p>Modular Operation Theatre” as a single contract meeting major technical parameters of the bid.</p> <p>3. Minimum Average Annual Turnover of the bidder (For 3 Years) 200 Lakh The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.</p> <p>4. OEM Average Turnover (Last 3 Years) 2200 Lakh (s) The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.</p> <p>5. MII declaration should be furnished in the attached format along with bid document “Format G”. The declaration shall be certified by the statutory auditor or cost auditor.</p>
J	<p>The buyer has the right to include / exclude optional items before awarding the contract. The rate of optional items defined as per the tender document will also be taken into account to calculate the lowest bidder</p>
K	<p>Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement along with the techno-commercial bid. Independent External Monitors:</p> <ol style="list-style-type: none"> 1. Shri.Prahlad Kumar Sinha, IP & TAFS (Rtd.) Ph.No.09423677066 I.Dpekay66@gmail.com. 2. Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996 Email: ved60prakash@gmail.com
L	<p>Restrictions under Rule 144 (xi) of GFR 2017 - 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 (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should furnish a declaration to this effect along with bid documents as shown below.</p> <p>"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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"</p>
	<p>SCTIMST reserves the right to ask for a free demonstration of the quoted equipment/ items aft</p>

M	er giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at a site (in case of non-portable and heavy equipment) for evaluating the technical compatibility as per the bidding document specifications, professionalism and quality of work of the bidder for technically qualifying for opening the Price Bid. SCTIMST reserves the right to accept/reject the bid based on the product/ site evaluation as stated above.
N	List of documents to be attached along with bid. Technical Bid - Format F, G and H Price bid - Format A1, A2, B, C, D and E

CORRIGENDUM - 1 DTD.06.10.2023

S L. N O	SPECIFICATION AS PER TENDER	READ AS
P o i n t N o. A. 1 6. m	Surgical Light should have a valid Indian Standards quality certification. If there is no Indian standard available then it should have a FDA (PDF copy of the certificate with QR code for verification) or CE certification with 4 digit identification number from a NANDO database notified body of certification. In case of self-certification, references to the relevant harmonized standards used, or references to the specifications in relation to which conformity is declared. Certificate should be product specific as per the new medical directive, say (MDR (EU) 2017/745).	Surgical Light should have a valid Indian Standards quality certification. If there is no Indian standard available then it should have a FDA (PDF copy of the certificate with QR code for verification) or CE certification with 4 digit identification number from a NANDO database notified body of certification. In case of self-certification, references to the relevant harmonized standards used, or references to the specifications in relation to which conformity is declared. Certificate should be product specific as per the new medical directive, say (MDR (EU) 2017/745) or Medical Device Directive 93/42/EEC
P o i n t N o. A	Operation Theatre Table should have a FDA (PDF copy of the certificate with QR code for verification) or CE certification with 4 digit identification number from a NANDO database notified body of certification if there is no valid Indian standard available in this category	Operation Theatre Table should have a FDA (PDF copy of the certificate with QR code for verification) or CE certification with 4 digit identification number from a NANDO database notified body of certification if there is no valid Indian standard available in this category. In case of self-c

2 1. z. a a	. In case of self-certification, references to the relevant harmonized standards used, or references to the specifications in relation to which conformity is declared. Certificate should be product specific as per the new medical directive (MDR (EU) 2017/745).	ertification, references to the relevant harmonized standards used, or references to the specifications in relation to which conformity is declared. Certificate should be product specific as per the new medical directive (MDR (EU) 2017/745) or Medical Device Directive 93/42/EEC.
Sl . N o.	Additional Terms and Conditions (ATC)	Read As
2 7. E	As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. Quoting of CAMC charges in excess of Institute's general policy, if any, may require negotiation, if found necessary, after selection of L1, subject to terms and condition in the tender and agreed by both the parties. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in "Format -E" and uploaded the same in the prescribed place (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC calculation" shall not include additional warranty	As per the Institutes general policy, the maximum CAMC charges after warranty period will be 5% of the cost of the equipment. However, the bidders can quote CAMC charges in the range of 3 to 10 % of the cost of equipment, depending on the nature of equipment to be maintained. The CAMC charges shall be quoted in percentage rate in GeM bid and escalation in CAMC charges shall be allowed at maximum 5% of the CAMC charges after every three years of CAMC. This CAMC charges at Net Present Value shall be taken into account for arriving the lowest responsive bidder. The actual CAMC value to be payable after warranty period shall be separately worked out based on the "Cost of the equipment for CAMC calculation" and shall be furnished in " Format -E " and uploaded the same in the prescribed place (Financial Document Required). The year wise rate percentage of CAMC quoted in the bid for L1 evaluation should be used for calculating the actual CAMC value. The "cost of the equipment for CAMC calculation" shall not include additional warranty cost (if any), cos

	<p>cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.</p>	<p>t towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation, including import customs duty, Agency commission, any specific excluded items from CAMC as per the tender condition and GST included in the product cost quoted. The cost of the equipment for CAMC calculation shall be mandatorily furnished in format D.</p>
<p>27. Qualification criteria (2.b)</p>	<p>Two orders of at least 20 % each of estimate bid value (Rs 2,36,00,000/-)</p>	<p>Two orders of at least 15 % of each of estimate bid value (Rs 1,77,00,000/-)</p>
		<p><u>Payment Terms</u></p> <p>-</p> <p>A. 70 % payment against equipment delivery</p> <p>B. 30 % against successful installation & commissioning of the equipment</p> <p>Documents required for the release of 70 % payment mentioned below.</p> <ol style="list-style-type: none"> 1. Original Invoice (4 copies) 2. Airway Bill / Bill of Lading / Lorry Receipt 3. Insurance Certificate 4. Certificate of origin issued by supplier or by Chamber of

O	New clause	<p>Commerce</p> <p>5. Manufacturer's Guarantee and Inspection Certificate</p> <p>6. Inspection certificate issued by the Purchaser's Inspector / third party inspection certificate</p> <p>7. Packing List</p> <p>C. Balance 30% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the concerned authority subject to recoveries, if any, either on account of non-rectification of defects / deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned authority after installation, commissioning, testing and successful trial run.</p>
P	New clause	Supply, Installation Testing & commissioning to be completed within 180 days from the date of issuance of GeM contract.

28. Buyer uploaded ATC document [Click here to view the file.](#)

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)