



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4375642  
Dated/दिनांक : 06-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-01-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-01-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Science And Technology (dst)
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
Office Name/कार्यालय का नाम	Thiruvananthapuram
Item Category/मद केटेगरी	Custom Bid for Services - Auto Analyzers for Viral Serology Syphilis Treponema Pallidum Thyroid Functions Tests with Antibody Assays and Procalcitonin Systems on Cost Per Test Basis under OPEX Model Procurement
Contract Period/अनुबंध अवधि	1 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	10000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Director

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology  
(Dr Sanjai Behari)

#### **Splitting/विभाजन**

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

#### **MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[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.
5. 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.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Introduction about the project /services being proposed for procurement using custom bid functionality:**[1703132266.pdf](#)**Instruction To Bidder:**[1703132273.pdf](#)**Pre Qualification Criteria ( PQC ) etc if any required:**[1703132286.pdf](#)**Scope of Work:**[1703132297.pdf](#)

**Service Level Agreement (SLA):**[1703132317.pdf](#)

**Payment Terms:**[1703132323.pdf](#)

**Penalties:**[1703132329.pdf](#)

**GEM Availability Report ( GAR):**[1703132335.pdf](#)

**Custom Bid For Services - Auto Analyzers For Viral Serology Syphilis Treponema Pallidum Tyroid Functions Tests With Antibody Assays And Procalcitonin Systems On Cost Per Test Basis Under OPEX Model Procurement ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Auto Analyzers for Viral Serology Syphilis Treponema Pallidum Tyroid Functions Tests with Antibody Assays and Procalcitonin Systems on Cost Per Test Basis under OPEX Model Procurement
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or

contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **Forms of EMD and PBG**

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.

## 3. **Forms of EMD and PBG**

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

## 4. **Generic**

**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.

## 5. **Generic**

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.

## 6. **Certificates**

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.

## 7. **Generic**

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](#)

## 8. **Forms of EMD and PBG**

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.

## 9. **Forms of EMD and PBG**

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

Thiruvananthapuram

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.

#### 10. Generic

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.

#### 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	<b>Cost Per Reportable Test:</b> The technically qualified successful bidder can install brand new “Enzyme Linked Fluorescent Assay (ELFA) System” and “Chemiluminescent Immuno Assay System” (each) in Microbiology Department, SCTIMST as per the terms and conditions of the tender document with free maintenance of the equipment installed under OPEX model of procurement. Cost per reportable test will be paid by the Institute in subsequent months subject to conditions as per tender document.	
2	Initially, the contract is for one year and can be extended up to ten years subject to review of the performance of the supplier/OEM and submission of declaration in accordance with Clause No.19. The rate quoted will be frozen for entire contract period including extended period if any, without escalation. However, increase / decrease in GST will be considered.	
3	The equipment on offer should have the capability to perform following tests. The bidders are required to quote the aggregated value for the following number of tests to be performed during the contract period on the GeM Portal. However, split up of quoted prices should be provided in <b>Price Format - A</b> and uploaded in the prescribed place ( <b>Financial Document required</b> ) <b>on online GeM portal along with price bid only</b> . The price quoted in the prescribed field on GeM portal will be considered for ranking purpose. Total price quoted in <b>Price Format - A</b> must match with the price quoted in GeM portal. Institute does not commit any minimum number of tests per month. Test volume will depend on the requirement. Details of tests to be done are as follows.	
	Name of Test	No. Of tests to be done in a year (Approximate)
	4 <sup>th</sup> Gen ELFA * for HIV	5,000 Nos.
	ELFA for HbsAg	5,000 Nos.
	ELFA for HCV	5,000 Nos.
	ELFA for Procalcitonin	1,600 Nos.
	ELFA for TSH	8,790 Nos.
	ELFA for Free T3 (FT3)	7,500 Nos.
	ELFA for Free T4 (FT4)	7,500 Nos.
	CLIA**for HIV	6,000 Nos.
	CLIA for HCV	6,000 Nos.
	CLIA for HbsAg	6,000 Nos.
	CLIA for Anti HBs Antibody titre	100 Nos.

	CLIA for Syphilis	200 Nos.
	CLIA for Procalcitonin	2,000 Nos.
	CLIA for TSH	1,000 Nos.
	CLIA for FT3	1,000 Nos.
	CLIA for FT4	1,000 Nos.
	* Enzyme linked Fluorescent Assay	
	** Chemiluminescent Immuno Assay	
4	Rate of Cost Per Reportable Test to be quoted. which will include all incidental expenses, cost of reagent, calibrators, controls, cuvettes, probes, washing solution, resins (if applicable), GS T etc. The calibrators, controls, etc will be used as per NABL stipulation. All breakdown maintenance, transportation, loading and unloading, spare parts & AMC/CAMC, preventive maintenance kit, remedial maintenance service and calibration shall be the sole responsibility of the bidder at their own risk cost and expenses.	
5	The instrument on offer should be brand new and having the facility to generate successful / unsuccessful test results list and must meet all technical features according to the tender document. Details of tests performed must be generated from the equipment as and when required by the department.	
6	The successful bidder should install brand new equipment as per clause number 1 above within 7 days from the date of issuance of GeM contract and must be operational from the subsequent days.	
7	The Institute will provide an air-conditioned environment, if necessary with uninterrupted power supply for the working of the system.	
8	The company should have at least 05 nos. of installations/rate contract/pre cost test contract of similar equipment in any Central / State Govt. Organization / PSU / Public Listed Company in India.	
9	The rate offered by the bidder should be same or lower than in any Central / State Govt. Organization / PSU / Public Listed Company in Kerala State that does the same number of tests per year. A Notarized affidavit to this effect has to be submitted by the bidder along with technical bid regarding fulfilment of this condition.	
10	The equipment manufacturer and reagent manufacturer must be the same and a declaration in this regard shall be uploaded along with technical bid.	
11	The successful bidder should replace or upgrade equipment with newer version on mutually agreed terms, as per availability of newer model in market, subject to approval from SCTIMST.	
12	The laboratory of SCTIMST is integrated with Laboratory Information System (LIS). The supplier will have to integrate the equipment with the existing SCTIMST's LIS at their own cost. The vendor should integrate their instruments in such a way that this facility can be provided uninterruptedly to the beneficiaries.	
13	The successful bidder should keep an adequate buffer stock of the reagents and consumables etc required to conduct the test at SCTIMSST and ensure that the testing procedures are not interrupted even in a shift due to the lack of reagents and other consumables. Shelf life of the reagents should not be less than 80% of the total stipulated shelf life at the time of delivery.	
14	The equipment, reagents and consumables, etc required to perform the test must have a valid Indian product certification. If, there is no valid Indian product certification available, then the items on offer should have USFDA / CE product certification. Documentary evidence should be attached along with technical bid.	

15	On-site training to Staffs/Technicians/Faculties to be provided by bidder representative of OEM with regards to operation and maintenance of the equipment to be done through the entire contract period including extended period if any, as and when requested by the Institute at no extra cost to the institute.
16	SCTIMST reserves the right to ask for a free demonstration (Online / Offline) of the quoted equipment/ items after 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.
17	The bidder/agent should have a registered functional office at Kerala State and documentary evidence should be uploaded along with technical bid. Service Engineer shall be available on any break down or emergency calls. If he/she fails to repair it within 24 hrs, a standby instrument should be provided by the supplier until the rectification of the fault.
18	Supplier will analyze the quality control once in a month to check the performance of the instrument.
19	If at any time during the period of contract, the price of cost per reportable test is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to provide reduced rate will be deemed as withdrawal from the tender and contract and shall be dealt with accordingly. If supplies are made at higher rates after the reduction of rate, payments will be eligible at the reduced rates only.
20	<b>Payment Clause</b>
20.1	The bill in triplicate shall be provided to Department of Microbiology, SCTIMST within first week of subsequent month. Monthly bill should be generated after calculating the number of reportable tests for each line of items. The invoice should be accompanied by the list of successful / unsuccessful tests. No payment will be made for the unsuccessful tests due to any reason whatsoever. Further no payment will be made for goods rejected due to any reason whatsoever.
20.2	The bills should have full particulars of the numbers of each kind of test done during the invoice period.
20.3	The number of tests in the bill submitted should match with the records generated in the supplied equipment.
20.4	No payment shall be made in advance at any circumstance whatsoever.
20.5	Bills for the month will be accepted only after ensuring supply of buffer stock of reagents, consumables, etc for performing tests for the subsequent months. This is for the smooth running of the patient care services.
20.6	Payment will be made within 30 days of submission of invoice with relevant documents as mentioned in the tender document after making deductions for defaults, if any.



21	<p>If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Seller at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the Seller may with the concurrence of the Purchaser elect to retain.</p>
22	<p>In case of breach of any terms and conditions as mentioned above, the competent authority, will have the right to cancel the contract without assigning any reason thereof and nothing will be payable by SCTIMST and in that event the security deposit shall also stands forfeited.</p>
23	<p>If fails to fulfill any or all of the Services or delay in delivery within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Penalty / Liquidated Damages for the delay from the security deposit/monthly bills, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.</p>
24	<p>It shall be lawful for SCTIMST to set off any loss or expense, cost or damages, sustained or incurred due to the cancellation of the contract from the amount payable or due to the supplier.</p>
25	<p>The concerned firm/company whose product has been declared as of spurious or adulterated quality or any criminal cases is filed and pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, companies or firms that are blacklisted / banned / debarred by any central / state govt. or its organization or autonomous bodies or central drug procurement agency are not eligible to participate in the bid.</p>
26	<p>The equipment will be returned to the supplier at the end of the contract period or SCTIMST will retain the equipment on extension of the contract on mutual consent or otherwise.</p>
27	<p>That any matter not covered in this contract will be decided by mutual consent in the spirit of this contract.</p>
28	<p>Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the signed and sealed copy of Integrity Pact Agreement along with the technical bid.</p> <p>Independent External Monitors:</p> <p>Shri. Prahlad Kumar Sinha, IP &amp; TAFS (Rtd.) Ph.No.09423677066 <a href="mailto:Dpekay66@gmail.com">Dpekay66@gmail.com</a>.</p> <p>Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996, <a href="mailto:ved60prakash@gmail.com">ved60prakash@gmail.com</a></p>

29	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.  "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]"
30	For all disputes arising out of this contract the legal jurisdiction will be Thiruvananthapuram.
31	Template for Price format A is enclosed at "Buyer uploaded ATC Document". Specification document is enclosed under "Scope of Work"

## 12. Buyer Added Bid Specific ATC

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**