

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2025 16:30:00
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
क्रेता ईमेल/Buyer Email	buyer12.sctimsts.kl@gembuyer.in
Total Quantity/कुल मात्रा	69
Item Category/मद केटेगरी	DBS implant Kit with non rechargeable IPG and conventional ring mode non directional 8 electrode contact leads , DBS implant Kit with non rechargeable 3T MRI compatible and sensing enabled IPG and conventional ring mode non directional 4 electrode contact leads , DBS implant Kit with non rechargeable IPG and directional leads , DBS implant Kit with non rechargeable 3T MRI compatible and sensing enabled IPG and directional leads , DBS implant Kit with rechargeable IPG and conventional ring mode non directional 4 electrodecontact leads , DBS implant kit with rechargeable IPG and directional leads , DBS implant kit with rechargeable long life 2025 years IPG and conventional ring mode non directional 8electrode contact leads , DBS implant kit with rechargeable long life 2025 years IPG and directional leads , Micro Recording electrodes Array 5 pack , DBS implant Kit with rechargeable 3T MRI compatible and sensing enabled IPG and directional leads
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Deep Brain Stimulation Implants and Accessories
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Electrical Safety Devices and Accessories (Insulating Mats for Electrical Purposes) as per IS 15652
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Biliary Stents (V2) Esophageal Stent
BOQ Title/बीओक्यू शीर्षक	Deep Brain Stimulation Implants and Accessories

Bid Details/बिड विवरण	
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	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	DBS implant Kit with non rechargeable IPG and conventional ring mode non directional 8 electrode contact leads
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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).	2

(a). 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
(The Director)

UIN Number NCTGC2415P

MII Purchase Preference/एमआईआई खरीद वरीयता

MIIPurchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSEPurchase 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1_4_2021_PPD dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide

eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Format of split up rate of each Item - [1743748065.xlsx](#)

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Dbs Implant Kit With Non Rechargeable Ipg And Conventional Ring Mode Non Directional 8 Electrode Contact Leads	5
Schedule 2	Dbs Implant Kit With Non Rechargeable 3t Mri Compatible And Sensing Enabled Ipg And Conventional Ring Mode Non Directional 4 Electrode Contact Leads	3
Schedule 3	Dbs Implant Kit With Non Rechargeable Ipg And Directional Leads	5
Schedule 4	Dbs Implant Kit With Non Rechargeable 3t Mri Compatible And Sensing Enabled Ipg And Directional Leads	5
Schedule 5	Dbs Implant Kit With Rechargeable Ipg And Conventional Ring Mode Non Directional 4 Electrodecontact Leads	5
Schedule 6	Dbs Implant Kit With Rechargeable Ipg And Directional Leads	5
Schedule 7	Dbs Implant Kit With Rechargeable Long Life 2025 Years Ipg And Conventional Ring Mode Non Directional 8electrode Contact Leads	3
Schedule 8	Dbs Implant Kit With Rechargeable Long Life 2025 Years Ipg And Directional Leads	5
Schedule 9	Micro Recording Electrodes Array 5 Pack	30
Schedule 10	Dbs Implant Kit With Rechargeable 3t Mri Compatible And Sensing Enabled Ipg And Directional Leads	3

DBS Implant Kit With Non Rechargeable IPG And Conventional Ring Mode Non Directional 8 Electrode Contact Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	5	365

DBS Implant Kit With Non Rechargeable 3T MRI Compatible And Sensing Enabled IPG And Conventional Ring Mode Non Directional 4 Electrode Contact Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	3	365

DBS Implant Kit With Non Rechargeable IPG And Directional Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	5	365

DBS Implant Kit With Non Rechargeable 3T MRI Compatible And Sensing Enabled IPG And Directional Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	5	365

DBS Implant Kit With Rechargeable IPG And Conventional Ring Mode Non Directional 4 Electrodecontact Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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DBS Implant Kit With Rechargeable IPG And Directional Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	5	365

DBS Implant Kit With Rechargeable Long Life 2025 Years IPG And Conventional Ring Mode Non Directional 8electrode Contact Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	3	365

DBS Implant Kit With Rechargeable Long Life 2025 Years IPG And Directional Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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Micro Recording Electrodes Array 5 Pack

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	30	365

DBS Implant Kit With Rechargeable 3T MRI Compatible And Sensing Enabled IPG And Directional Leads

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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.

3. Generic

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 %.

4. 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.

5. Generic

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.

6. Generic

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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Only Manufacturers, their accredited agents, or authorized distributors are eligible to participate in the tender. Additionally, they must maintain a functional office within Kerala state. Supporting documentary evidence of the functional office should be submitted alongside the quotation. **Offers lacking this documentation will be summarily rejected without further communication.**

2. The bidder is required to provide valid documentation to establish their status as a Manufacturer, accredited agent, or authorized distributor, which must be submitted alongside the technical bid. The Manufacturer's name and the country of origin of the materials offered must be explicitly specified in the Manufacturer's Authorization Form. Additionally, the Manufacturer's Authorization Form must remain valid for a minimum period of one year from the date of issuance. **Format for MFA is enclosed in Buyer Added Bid Specific ATC (Format A)**

3. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot bid simultaneously in this tender. One Principal/OEM cannot authorize multiple agents simultaneously for the requirement as per this tender.

4. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP). In case the firm quotes imported brands on behalf of their foreign principals / manufacturers which comes under the provisions of Drugs & Cosmetics Act & Rules, CDSCO certificate/license issued by CDSCO must be attached. In the case of indigenous item (s), the certificate issued by the State Drug Controller may be attached.

5. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.

6. The items supplied under this contract are essential for delivering super-specialty treatments. The use of substandard products could compromise both patient safety and the Institute's mission. Therefore, the Institute reserves the right to request product samples at any stage of the tender or contract period. Decisions regarding the selection or rejection of items will be made by the authority, based on the sample evaluation report prepared by the user department. If samples are requested, they must be delivered to:

SR PURCHASE AND STORES OFFICER

AMCHSS, SCTIMST,

KERALA, TVM - 11

0471 2524 445/145/225

within 5 days of receiving the notification via GeM/Email. Failure to comply will result in the offer being rejected without further communication.

7. The estimated requirements mentioned in the tender are speculative and subject to significant variation based on patient profiles. It is not feasible for the institute to determine exact quantities during the contract period, as specific items and sizes can only be identified during medical or surgical procedures, depending on the patient's clinical needs and treatment choices. Accordingly, the institute does not commit to the usage of items at any stage of the contract period.

8. Although the contract specifies a delivery timeline of 1 to 365 days, the successful bidder is obligated to manage and adjust supply in accordance with the Institute's requirements. Items supplied without prior consent from the department will be rejected outright, and payment for such items will not be processed under any circumstances. **Accordingly, a declaration confirming this commitment must be uploaded with the technical bid. Failure to provide the declaration will result in the offer being rejected without further communication.**

9. The contract shall remain in effect for the purpose of delivering all items ordered during its term until every delivery is completed. The Institute reserves the right to request staggered supply during the contract period. The successful bidder must maintain an adequate buffer stock of the contracted items at their office in Kerala State to ensure that procedures are not disrupted due to item shortages. Additionally, upon receiving a notification via email or phone from the user department, the successful bidder shall deliver the items within 24 hours.

10. The successful bidder, in consultation with the concerned department, may deposit items in advance at SCTIMST at their own risk and expense. The Institute will not bear any responsibility for these items or their usage during the contract period. Payment will be processed and released only after the items have been administered to patients, with confirmation of use provided by the department. Consequently, the supplier may generate an invoice following the usage of the items, after which the Institute will process the payment.

11. The delivery of the items under this contract shall be governed by the provisions outlined in Clauses 7, 8, 9, and 10 above.

12. The bidder shall declare that the goods supplied under this contract shall be the best in quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the GeM contract. Any fungus or foreign materials or other particles found in the item will lead to rejection of supply and other suitable actions. The successful bidder should guarantee that the goods would continue to conform to the description and quality aforesaid for the period of contract. Notwithstanding the fact that SCTIMST may have inspected and approved the said goods, at any time during the aforesaid period of contract, SCTIMST will be entitled to reject the said goods or such portion thereof as may be discovered not adhering to the said description and quality. On such rejection the goods will be at the Suppliers risk and all the provisions herein contained relating to rejection of goods shall apply. The supplier if so called upon to do should, replace the goods or such portion thereof as is rejected by SCTIMST. Otherwise the Suppliers shall pay to SCTIMST such damages as may arise by reason of the condition herein contained.

13. In case the supplier defaults in the due supply of all or any of the articles correctly and promptly, SCTIMST is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If higher cost than the agreed rate is incurred by SCTIMST in such procurements, the excess cost may be deducted from the supplier bill or adjusted or otherwise realized from security deposit or recovered from by other means.

14. The successful bidder shall not assign or make over in part or wholly, the contract or the benefits or burden thereof. The supplier shall not underlet or sublet the execution of the contract or any part thereof. SCTIMST will have absolute power to refuse such consent or rescind the consent at any time. The supplier shall not be relieved from his/ her obligation, duty or responsibility under this contract, even if consent to let or sublet is given by SCTIMST.

15. If at any time during the course of the contract, it is found that any information furnished by the supplier to SCTIMST, either in this tender or otherwise, is false, SCTIMST may put an end to the contract wholly or in part and it shall be lawful for SCTIMST to forfeit the amount deposited by the supplier as security deposit and cancel the contract. 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 and out of the money for the time being payable or due to the supplier.

16. The rate offered by the bidder must be equal to or lower than the rate offered by any Central or State Government Organization, PSU, or Public Listed Company in Kerala State for the same quantity specified in the bid document. The bidder is required to submit an affidavit confirming compliance with this condition along with the technical bid; failure to do so will result in the offer being rejected without further communication. **The affidavit format (Format -B) is provided in the Buyer Added Bid Specific ATC**

17. 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 per "Annexure - C", otherwise the offer shall be rejected without further communication.**

18. Only Class I and Class II suppliers, as per the Government of India norms, are eligible to participate in this tender. Non-local suppliers are not permitted to participate. **The Make in India declaration must be submitted in the prescribed format provided in the Buyer Added Bid Specific ATC (Format D), otherwise the offer shall be rejected without further communication.**

8. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---