

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-07-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-07-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Science And Technology (dst)
संगठन का नाम/Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
कार्यालय का नाम/Office Name	Thiruvananthapuram
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	purchase2@sctimst.ac.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - TEST DONE BY URINE ANALYZER UNDER COST PER REPORTABLE RESULT BASIS
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Leasing of High Value Medical Equipment (Version 2) Leasing of High Value Medical Equipment
अनुबंध अवधि /Contract Period	5 Year(s) 1 Day(s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	62

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

लाभार्थी /Beneficiary :

DIRECTOR, SCTIMST

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology
(Director, Sctimst)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1779434590.pdf](#)

Payment Terms:[1779434684.pdf](#)

GEM Availability Report (GAR):[1779434697.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1781255779.pdf](#)

Custom Bid For Services - TEST DONE BY URINE ANALYZER UNDER COST PER REPORTABLE RESULT BASIS (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	TEST DONE BY URINE ANALYZER UNDER COST PER REPORTABLE RESULT BASIS
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Shiju V S	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. **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.

4. **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.

5. **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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1	<p>Cost Per Reportable Result: The technically qualified successful bidder can install brand new “ Automated Urine Analyzer” in Biochemistry Department. Any other accessories like UPS etc re quired for the satisfactory running of the equipment should be supplied and maintained by the bidder. SCTIMST as per the terms and conditions of the tender document with free maintenanc e of the equipment installed under OPEX model of procurement. Cost per reportable test will b e paid by the Institute on monthly basis subject to conditions as per tender document.</p>		
2	<p>The contract will be awarded initially for a period of five years extendable f or further five years or more on the same terms & conditions, on mutual co nsent of both the parties and satisfactory performance of the successf ul bidder / its OEM. The Institute will, however, reserve the right to conduct perfo rmance review every year during the contract period and deficiencies / com pliance reported, if any, noticed shall be required to be rectified by the succ essful bidder within a reasonable time fixed by the Institute. Furthermore th e successful bidder has to submit a declaration in accordance with clause N o.19 (annually) and this will also taken into account for the assessment of s atisfactory performance. This Institute reserves the right to suo-motu termi nate the contract without any notice at any point of time. The rate quoted w ill be frozen for entire contract period including extended period if any, with out escalation. However, increase / decrease in GST will be considered.</p>		
3	<p>The equipment on offer should have the capability to perform following tests and should compl y with the attached specification. The bidders are required to quote the aggregated value for t he following number of tests to be performed during the contract period on the GeM Portal. Ho wever, split up of quoted prices should be provided in Price Format - A and uploaded in the p rescribed place (Financial Document required) on online GeM portal along with price b id only. The price quoted in the prescribed field on GeM portal will be considered for ranking p urpose. Total price quoted in Price Format - A must match with the price quoted in GeM port al. Institute does not commit any minimum number of tests per month. Test volume will depen d on the requirement. Details of tests to be done are as follows.</p>		
	Sl.No	Name of Tests	No. of tests to be done in five years (Approxi mate)

	1	Urine Analyzer/Urine Routine Exam	150000
4		Rate of Cost Per Reportable Result to be quoted, which includes all incidental expenses, cost of reagent, calibrators, controls, probes, washing solution, resins (if applicable), requirement as per specification document and GST. 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. Additional requirement (if any) as per specification document should be provided free of cost.	
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 15 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		<p>i. The company must have a minimum of five (5) installations of same model as quoted in the tender. Only installations and usage of same model with duration of two (2) years or more shall be considered as valid installations. All five (5) installations must be in government or reputed private hospitals.</p> <p>ii. The company must provide performance certificates for a minimum period of two (2) years for same model. A minimum of five (5) performance certificates from five different hospitals shall be submitted. Machines with performance duration of two (2) years or more will be considered as valid performance. All five (5) performance certificates must be from government or reputed private hospitals. Each performance certificate must clearly mention the date of installation and the equipment model number, which must be same as the model quoted in the GEM tender</p>	
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. Compliance statement together with brochure of the quoted equipment should be attached along with the 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	<p>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.</p> <p><u>LIS INTEGRATION AND SERVICE SUPPORT</u></p> <ul style="list-style-type: none"> · LIS Environment: The laboratories of SCTIMST are fully integrated with an existing Hospital Information System (HIS). · Integration Requirement: The Successful bidders will be responsible for integrating their machine including standby with the existing software at SCTIMST. All costs related to integration, including any accessories required for LIS integration shall be paid by the bidder · The successful bidder must ensure seamless and uninterrupted LIS Connectivity so that laboratory services to beneficiaries are not affected at any time. · Cost of Integration: The cost of LIS integration shall be included in the Cost per Reportable Result (CPRR). The Institute shall not bear any additional charges for integration under any circumstances. · Additional parameters may be included in the future based on requirements and/or when new tests are available. · A standby instrument is to be provided for uninterrupted analysis of patient samples.
13	<p>The successful bidder should keep an adequate buffer stock of the reagents and consumables etc required to conduct the test at SCTIMST and ensure that the testing procedures are not interrupted even in a shift due to the lack of reagents and other consumables. The Life period of any of the item supplied by the successful bidder will have the minimum of two third of the expiry period remaining on the date of receipts of items in SCTIMST. The supplied items having less than two-third expiry period to SCTIMST shall not be accepted. Loss or premature deterioration due to biological and/or other factors during life span of stores against the manufacturer's standard warranty/ Expiry of such items shall be replaced by the contractor on free of cost basis.</p>
14	<p>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.</p>
15	<p>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.</p>
16	<p>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.</p>
17	<p>The OEM/Bidder 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 instruments should be provided by the supplier until the rectification of the fault. The contractor will analyze the quality control once in a month to check the performance of the instrument</p>

18	In case, the successful bidder fails to get the tests done as per clause 2, 3 and 17 above, SCTIMST reserves the right to send the samples and get the tests done from any accredited labs and recover the cost from the successful. In addition, a penalty of 2% of the cost incurred will also be levied on each occasion. In the event, such occasions exceed more than three in a year; the Institution reserves the right to terminate the contract.
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	Payment Clause
20.1	The bill in triplicate shall be provided to Department of Biochemistry, 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	Monthly bills 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	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.
22	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 stand forfeited.

23	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 10% of the contract value without any controversy/dispute of any sort whatsoever.
24	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.
25	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.
26	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.
27	That any matter not covered in this contract will be decided by mutual consent in the spirit of this contract.
28	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]"
29	For all disputes arising out of this contract the legal jurisdiction will be Thiruvananthapuram.
30	Template for Price format A is enclosed at "Buyer uploaded ATC Document". Specification document is enclosed under " Scope of Work "

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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

Director, SCTIMST
payable at
Trivandrum

. 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

Director, SCTIMST, Trivandrum

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**

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

11. **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.

अस्वीकरण/**Disclaimer**

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

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

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---