



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3381012
Dated/दिनांक : 08-05-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-05-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-05-2023 17:30:00
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
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	ELISA reader and washer (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है 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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of

primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

ELISA Reader And Washer (1 pieces)

(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)

Brand Type/ब्रांड का प्रकार	Registered Brand
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Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Standards	Certifications for product	CE
Performance parameters	Type of Reading	Plate
	Number of samples at a time	40-96
	Availability of external Laser printer	No
	Keyboard	Key Board Inbuilt
	RS 232 Port	Yes
	USB Port	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Memory Storage capacity for test results with patient ID	More than 5000
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
Reader Specifications	Dynamic range in O D	0 to 3
	Wavelength range in nm	400 - 800
	Filter	405,450,492,578,630,700nm with provision to add 2 more filters
	Resolution	0.01
	Accuracy	±1 % or better

Additional Specification Parameters - ELISA Reader And Washer (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Details	Reads 6 to 384 well plates, standard cuvettes in all reading modes with temperature controlled reading, microplate shaking and computer with 13 or higher processor (windows 10 and Microsoft office 2019 or above) with standard data processing software.
General	Fluorescence- Xenon flash lamp, Quadruple Grating monochromator for top and bottom fluorescence reading (wavelength:250-700nm) with 1 nm rim increment, PMT for detection, 7 decades dynamic range. Sensitivity - top - 2.5 pM and bottom - 4pM for Fluorescein
Additional	Absorbance - Xenon flash lamp, tunable grating monochromator 230 to 999 nm in 1nm rim increment, 0 to 4.0 OD resolution. Bandpass 4 nm (230-285m), 8nm(>285m)
Others	Time resolved Fluorescence - Monochromator with 250 to 700nm wavelength. Sensitivity - 1200fM for Europium, Luminescence - 300 to 700 nm wavelength. Sensitivity - 20 amol ATP (flash) and 100 amol ATP (glow)

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Veena L	695012,Biomedical Technology Wing Sree Chitra Tirunal Institute for Medical Sciences & Technology Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala, India Pin Code : 695012, Thiruvananthapuram, 695012	1	45

Special terms and conditions-Version:2 effective from 18-11-2022 for category ELISA reader and washer

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation(CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address,telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled.Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,, Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc.

Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.

9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
11. **Software:** All software updates should be provided free of cost during warranty period.
12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least **10 years' residual market life** i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. The installation should be supported with spares for a minimum period of 10 years after successful installation and commissioning. "All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". (A line of confirmation should be submitted along with the bid document.)
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
4. **Compliance Sheet and Brochure** of the product(s) offered in the bid, are to be uploaded along with the bid documents. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. **Experience:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for **3 years** before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. **Scope of Supply** (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller at consignee's location.

nee location free of cost. The payment will be released only thereafter.

7. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
8. Participating bidders should submit OEM Authorization Certificate along with the bid documents as per the format given in Buyer uploaded ATC document.
9. 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.
10. In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
11. **Service & Support:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support and provide Escalation Matrix of Telephone Numbers for Service Support.
12. **Warranty** period of the supplied products shall be **3 years** from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
13. The bidder should submit a declaration confirming that the Product Cost/Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards Three Years warranty which is included in the Product Cost / Total Cost, this fact shall be mentioned in the declaration form. Aforesaid declaration should be submitted along with the technical bid. The warranty (3 years) sought for the equipment is free warranty without any additional cost towards extended warranty and if any warranty cost is included in the equipment cost for complying with the tender condition, the same shall not be considered for arriving CAMC value. The split-up of warranty cost (if any included in product cost) shall be provided (year wise) by the bidder in the financial document sought for. The proforma is available in the Buyer uploaded ATC document.
14. Successful bidder will have to ensure that adequate number of dedicated technical service personnel/engineers are designated/deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing/rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within 3days' time limit. If the Seller fails to complete service/rectification with defined time

e limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

15. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
16. **Comprehensive Maintenance Contract (CMC):** The maximum permissible CAMC charges for each year after warranty period is 3 to 5% of the cost of the equipment. This CAMC charges at Net Present Value will be taken into account for arriving the lowest responsive bidder. However, the actual CAMC value year-wise (excluding GST) has to be given separately in the format attached and uploaded in the Financial document sought for. The 'cost of the equipment for CAMC calculation' has to be used for calculating the actual CAMC value. The rate percentage of CAMC quoted in the bid has to be taken into account for arriving the actual CAMC value. The 'cost of the equipment for CAMC calculation' shall not include additional warranty cost (if any) as stated in SI.No.13 of ATC, cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in the original value of the equipment by the OEM), cost of transportation, any specific excluded items from CAMC as per the tender terms and also GST of the equipment.
17. **Annual Maintenance Contract (AMC) Labour:** The Labour AMC charges shall be maximum 2.5% 'cost of the equipment for AMC calculation'. The actual Labour AMC value year-wise (excluding GST) has to be given separately in the format attached and uploaded in the Financial document sought for. The 'cost of the equipment for AMC calculation' shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (other than the ICT cost subsumed in the original value of the equipment by the OEM), cost of transportation, any specific excluded items from Labour AMC as per the tender terms and also GST of the equipment.
18. The successful bidder shall enter into CAMC/AMC as chosen by SCTIMST, 3 (three) months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the AMC order and agreement executed in this regard, which will be treated as the first year of CAMC/AMC.
19. Performance (during CMC/AMC period): Uptime means 95 percent of total days in a year during which the equipment remains functional. Down time means any shortage in achieving the up-time. Down time attracts penalty.
20. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amended from time to time.
21. **List of essential spares and Consumables :** If the equipment contains any essential spares and consumables, the price shall be frozen for a minimum period of 3 years after warranty period. The price of the spares and consumables should be submitted separately by the bidder in the financial document sought for. The format is available in the Buyer uploaded ATC document. This is for the purpose of price freezing only. However, the bid price shall be inclusive and the equipment be supplied with all essential spares and accessories as per standard delivery and normal functioning of the machine.
22. If the item involves software, the successful bidder should obtain software license in the name of 'Director, SCTIMST' and the paper license / email license to be transferred to the name of Institute.
23. **Malicious Code Certificate:** The seller should upload following certificate in the bid: -
 - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not

not contain Embedded Malicious code that would activate procedures to: - (i) Inhibit the desired and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

24. **Performance Bank Guarantee** (if applicable): The successful bidder should furnish a performance guarantee/security deposit @ 10 percent of purchase order value for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Besides ePBG, PBG can also be submitted in the form of Bank Guarantee, FD Receipts pledged in the name of Director, SCTIMST or Account Payee Demand Draft drawn from a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The PBG format is shown in the Buyer uploaded ATC Document. Hard copies of PBG in original should reach the buyer within 15 days of award of contract.
25. Restrictions under Rule 144 (xi) of GFR 2017: Any bidder from a country which shares a land border with India will be eligible to participate in this bid only if the bidder is registered with the Competent Authority in accordance with restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 as amended from time to time. The bidders shall enclose the following certificate along with the bid documents.
- “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 vendor/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 vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement from GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].”
26. Liquidated Damages: If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order/GeM Contract, the Buyer shall, without prejudice to other rights and remedies available to the Buyer under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, Buyer may consider termination of the contract.
27. If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions: (a) Imposition of liquidated damages, (b) Forfeiture of its Performance Security and (c) Termination of the Contract for default
28. Bidders must ensure that only the concerned document is uploaded in a particular field for document upload. Uploading the same document in multiple fields should be avoided.
29. Bidder's offer is liable to be rejected if they do not upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
30. The successful bidder has to register at SCTIMST Vendors' Portal and get themselves verified once the purchase order is generated. The payment will be processed only after successful verification of the seller in the portal.
31. Declaration regarding local content for **Make in India** preference shall be uploaded along with the bid documents wherever required.

2. 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 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---