



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5721156  
Dated/दिनांक : 31-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-01-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-01-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Urban Development And Urban Housing Department Gujarat
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Health Department Hq
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	Ultrasound Machine (V2) (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate *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?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	KOTAK MAHINDRA BANK
EMD Amount/ईएमडी राशि	40000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	KOTAK MAHINDRA BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

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

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

**Beneficiary/लाभार्थी :**

COMMISSIONER, SMC

CENTRAL MEDICAL STORE, SURAT MUNICIPAL CORPORATION, SECOND FLOOR, MAGOB DUMBHAL URBEN HEALTH CENTER, BEHIND UNITY HOSPITAL, AAI MATA ROAD, SURAT, GUJARAT-395010

(Surat Municipal Corporation)

**Ultrasound Machine (V2) ( 4 pieces )****Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL	Product Description	Ultrasound Machine
Types of Probes & Features	<b>Convex Probe</b>	2.5 to 5 MHz ( $\pm 2$ )
	<b>Microconvex probe</b>	4 to 8 MHz ( $\pm 2$ ), Not Provided
	<b>Linear array probe</b>	5 to 10 MHz ( $\pm 2$ ), 3 to 12 MHz ( $\pm 2$ ), 6 to 15 MHz ( $\pm 2$ ), 6 to 18 MHz ( $\pm 2$ ), Not provided
	<b>TVS Probe</b>	4 to 9 MHz ( $\pm 2$ )

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Cardiac Probe</b>	1 to 5 MHz ( $\pm 2$ ), 5 to 9 MHz ( $\pm 2$ ), Not Provided
	<b>Hockey Stick Probe</b>	6 to 17 MHz ( $\pm 2$ ), 6 to 13 MHz ( $\pm 2$ ), 8 to 20 MHz ( $\pm 2$ ), Not Provided
	<b>Volume Convex Probe</b>	2.5 to 5 MHz ( $\pm 2$ ), Not Provided
	<b>Volume Linear Probe</b>	3 to 12 MHz ( $\pm 2$ ), 6 to 15 MHz ( $\pm 2$ ), 6 to 18 MHz ( $\pm 2$ ), 5 to 10 MHz ( $\pm 2$ ), Not Provided
	<b>Volume TVS Probe</b>	4 to 9 MHz ( $\pm 2$ ), Not Provided
	<b>Endorectal Probe</b>	5 to 9 MHz ( $\pm 2$ ), Not Provided
	<b>E-Breast Elastography technique</b>	Yes, No
	<b>E-Thyroid Elastography technique</b>	Yes, No
	<b>Liver Elastography technique</b>	Yes, No
	<b>Gel Warmer</b>	Yes
	<b>Dedicated 3-D/4-D</b>	Yes, No
Scan Modes	<b>Contrast harmonic imaging with angio mode</b>	Yes, No
	<b>Provision of Harmonic imaging in Linear Probes</b>	Yes, No
	<b>Color Doppler imaging (CDI)</b>	Yes, No
	<b>Color Doppler 3-D/4-D option</b>	Yes, No
	<b>Power Doppler imaging (PDI)</b>	Yes, No
	<b>Power Doppler 3-D/4-D option</b>	Yes, No
	<b>Continuous wave</b>	Yes, No
	<b>Triplex mode</b>	Yes, No
	<b>Tissue Doppler imaging</b>	Yes, No
	<b>Contrast-enhanced ultrasound (CEUS) option</b>	Yes
	<b>Tissue synchronization, tissue velocity</b>	Yes
	<b>Provision for higher sensitivity for low frequency doppler in all probes</b>	Yes
	<b>Number of channels in color doppler system</b>	4000000 or more (if channels are being designated as digital channels), 50000 or more (if channels are being designated as digital channels)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Live 3 D imaging in color doppler system</b>	No, Yes
	<b>Colour Doppler system with all application packages ,Quad loop for serial studies with high frame rate revies, harmonic imaging capability in all modes and integrated stress echo package digital storage and retrieval</b>	Yes
	<b>Provision of Tissue Colorization (B-Colour) for improved contrast resolution</b>	Yes
	<b>Cine Loop Features</b>	Yes
	<b>Frame grabber facility for post analysis</b>	Yes
	<b>Number of transducer/probe ports</b>	4 or More
	<b>System should be capable of generating real time live 3- D images</b>	Yes, No
	<b>Contrast agent imaging</b>	No
Image Display and Processing	<b>DICOM 3 Compliant</b>	Yes
	<b>Automated B-mode (2-D) image</b>	Yes
	<b>Automated CDI(Color Doppler Imaging) image optimization</b>	Yes
	<b>Automated PW Doppler image optimization</b>	Yes
	<b>Touch Screen</b>	Yes, No
	Monitor shall have high-resolution	Yes
	<b>Monitor display size (inch)</b>	19 or more, 21 or more Or higher
	<b>Split screen</b>	Twin View and Live Quad Screen
	<b>Single/dual monitors</b>	Single, Single with optional second console, Dual (image display and touch panel)
	<b>Max number frames</b>	>=1000, >=500
	<b>Digital storage hard drive, GB</b>	>=500, >=200 or more
	<b>DVD/CD Writer/ USB</b>	Yes
	<b>Type of processor (in PC)</b>	i7 or latest, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	RAM capacity of PC in GB (hint: In case PC not provided put zero)	? 4, NA
	Processor speed in GHz (PC)	? 3, NA
	Frame Grabber incorporated(PC)	Yes
	Connectivity between USG and PC	Yes
	PC with all software inclusive interfaced with USG machine	Yes
	Laser Color printer provided	Yes, No
	Inkjet/Thermal printer provided	No, Yes
	CD/DVD/USB Produced should be playable on any system	Yes
	Glossy Colour Print Paper supplied	500 sheets, 1000 sheets, NA
	Dicom Interfacability Dicom to PACS	Yes
	Interfacability Dicom to RIS	Yes
Power Requirements	Resettable over current breaker shall be fitted for protection	Yes
	Power backup	UPS, Inbuilt battery
	Back up time in minutes (minimum)	30, 60, 90, 120 (minute)
	Suitable Servo Controlled Stabilizer / CVT should be provided	Yes
Warranty and Maintenance	Warranty in Years (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3, 5 Or higher (year)

**Additional Specification Parameters - Ultrasound Machine (V2) ( 4 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
TRANSDUCERS / PROBES	1) ABDOMINAL PROBES 2) TRANSVAGINAL PROBES

\* 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/मात्र	Delivery Days/डिलीवरी के दिन
1	Chetan Kiritbhai Choksi	395003,Gordhandas Chokhawala Marg, Muglisara, Surat - 395003, Gujarat, INDIA	4	30

**Buyback Detail**

Item Name	COLOUR DROPLER MACHINE
Item Description	COLOUR DROPLER MACHINE
Serial No.	1482337/38/39/40/41/42/43/44/45/46/47
Model	IMAGING MAESTRO
Brand	CHOKSI IMAGING LTD, KONTRON, SAS, FRANCE
Year of Manufacturing	2014
Purchase On	2014-01-23
Age	
Size	
Rating	
Quantity	11
Unit	NUMBER
Remark	
Uploaded Image	<a href="#">View Uploaded Image</a>

**Disclaimer/अस्वीकरण**

The vendor will be responsible for the un-installation of Buyback items.

**Special terms and conditions-Version:1 effective from 15-04-2024 for category Ultrasound Machine (V2)**

1. 1. 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), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self declaration of valid Medical Device 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 Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. 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.
5. 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 (ATC) 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.
6. **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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **Software:** All software updates should be provided free of cost during warranty period.

## **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. 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.

## 3. 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.

## 4. 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 %.

## 5. 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.

## 6. 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

## 7. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 8. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 9. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 10. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty).

If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## 11. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 12. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 13. **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.

## 14. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 15. **OEM**

IMPORTED PRODUCTS: 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.

## 16. **Warranty**

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.

## 17. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

## 18. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time 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.

## 19. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

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

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

**SURAT MUNICIPAL CORPORATION**

Account No.

SMCCMS

IFSC Code

KKBK0000877

Bank Name

KOTAK MAHINDRA BANK

Branch address

PIPLOD,SURAT

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

**SURAT MUNICIPAL CORPORATION**

Account No.

SMCCMS

IFSC Code

KKBK0000877

Bank Name

KOTAK MAHINDRA BANK

Branch address

PIPLOD,SURAT

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 22. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PHYSICAL DEMONSTRATION SHOULD BE PROVIDED BY THE BIDDER OF THE BID PRODUCT AS AND WHEN REQUIRED BY SURAT MUNICIPAL CORPORATION (S.M.C.)

1) FOLLOWING DOCUMENTS ARE MANDATORY :

- AUTHORIZATION LETTER FROM MANUFACTURER ( IF BIDDER IS DEALER)
- MANUFACTURING LICENCE
- USFDA OR CE CERTIFICATE
- ISO CERTIFICATE OF MANUFACTURER

- GST CERTIFICATE OF BIDDER MUST BE REQUIRED

2) : Bidder/OEM must have a Functional Service Centre in the SURAT OR 50 KM Radius of Surat.

## **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---**