

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	05-12-2022 17:00:00
<b>Bid Opening Date/Time</b>	05-12-2022 17:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Ministry Of Science And Technology
<b>Department Name</b>	Department Of Science And Technology (dst)
<b>Organisation Name</b>	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
<b>Office Name</b>	Thiruvananthapuram
<b>Total Quantity</b>	1
<b>Item Category</b>	Firewall - NGFW (Q2)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	140 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	140 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Amount	175000

## ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Director

Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Biomedical Technology Wing, Satelmond Palace, Poojappura, Thiruvananthapuram - 695012  
(Dr. Sanjay Behari)

### Splitting

Bid splitting not applied.

### MII Purchase Preference

MII Purchase Preference	Yes
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### MSE Purchase Preference

MSE Purchase Preference	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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

7. 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.

8. 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.

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

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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

25-11-2022 10:00:00	<p>Video Conferencing Hall 3rd Floor, MSV Block, BMT Wing, SCTIMST, Satelmond Palace, Poojappura, Thiruvananthapuram, Kerala - 695012</p> <p>The meeting will be held in a hybrid mode. Those who are unable to attend the physical meeting can join online using below link.</p> <p><a href="https://sctimst-665.my.webex.com/sctimst-665.my/j.php?MTID=ma46d4b86ed9aeed67670c44b4afae61d">https://sctimst-665.my.webex.com/sctimst-665.my/j.php?MTID=ma46d4b86ed9aeed67670c44b4afae61d</a> Friday, Nov 25, 2022 9:45 am   2 hours 15 minutes   (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2641 711 9319 Password: 12345</p>
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### Firewall - NGFW ( 1 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Registered Brand
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### Technical Specifications

\* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	<b>Type</b>	NGFW Or higher
	<b>Form Factor (RU)</b>	1
	<b>Features</b>	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering
	Traffic handled	TCP, UDP, HTTP/TCP, TCP/UDP
	Packet Size (KB)	1024 Or higher
	<b>Throughput with all features enabled(Under Test Condition) (Mbps)</b>	15000, 19000, 20000, 22000, 25000, 26000, 27000, 29000, 30000, 32000, 34000, 35000, 39000, 40000, 42000, 43000, 44000, 45000, 48000, 50000, 52000, 54000, 55000, 60000, 64000, 69000, 70000, 75000, 80000, 95000, 120000, 130000, 132000, 148000, 153000, 168000, 234000, 260000, 285000, 570000, 1200000 Or higher
	<b>Throughput (Real World/Prod Performance) (Under Test Condition) (Mbps)</b>	15000, 19000, 20000, 21000, 22000, 23000, 25000, 26000, 27000, 29000, 30000, 32000, 33500, 34000, 35000, 39000, 40000, 42000, 43000, 45000, 48000, 50000, 53000, 54000, 55000, 60000, 64000, 65000, 69000, 70000, 75000, 120000, 130000, 132000, 135000, 148000, 153000, 168000, 234000, 260000, 320000 Or higher
	<b>Concurrent Session/Concurrent Connection</b>	15M, 20M, 25M, 30M, 32M, 35M, 39.5M, 40M, 55M, 60M, 63M, 64M Or higher
<b>New session/Connection per second</b>	300K, 350K, 380K, 390K, 450K, 490K, 500K, 800K, 848K, 850K, 900K, 1.1M, 1.75M, 3.5M, 7.5M, 425K Or higher	

Specification	Specification Name	Bid Requirement (Allowed Values)
	Type of Interface Supported Multiselect	GE Copper, 10G SFP+, QSFP+ 40 G, GE SFF, QSFP28 100G Or higher
	Number of GE Copper interface	8, 12, 16, 20, 40 Or higher
	Number of 10G SFP+ interface	4, 6, 8, 10, 12, 16, 24, 48 Or higher
	Number of QSFP+ 40 G interface	0, 2, 4, 6, 8, 12 Or higher
	Number of GE Small Form-Factor Pluggable (SFP) interface	0, 2, 4, 6, 8, 10, 12, 16, 20, 40 Or higher
	Number of QSFP28 100 G interface	0, 2, 4, 6, 8, 12 Or higher
	Number of col /WAN Ports	8, 12, 16 Or higher
	Number of Ipsec VPN Peers supported (Site to Site)	4650.0 Or higher
	Number of Ipsec VPN Peers supported (Client to Site)	4650.0 Or higher
	Number of SSL VPN Peers supported (Client to Site)	2000.0 Or higher
	Type of Storage Disk	HDD, SSD Or higher
	Storage Capacity (GB)	240, 400, 800, 1000, 2000 Or higher
	Power Supplies	Single, Dual Dual Or higher
	Hot Swappable Power Supply	Yes, No Or higher
	Redundant Fan	Yes, No Or higher
	Hot Swappable (Redundant Fan)	Yes, No Or higher
	Type of Processor	x86, ASIC, Atom Or higher
	High Availability Support	Yes Or higher
	<b>If Yes, High Availability from day 1</b>	active-active, active-passive Or higher
	Interface Expansion slots supported	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 Or higher
	Firewall Policies - License	Yes Or higher
	Details of the Firewall Policies for the Firewall provided with the License	Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware Protection , C& C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Anti virus, Gateway Anti spam
	NGIPS Signature supported	25000, 30000, 35000, 40000 Or higher
	Security Intelligence	IP, URL, Domain
	Certification	Common Criteria /NDPP/NSS/ICSALabs
	<b>On Site OEM Warranty (Year)</b>	5 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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	30

#### Buyer Added Bid Specific Terms and Conditions

##### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Bidders shall quote only those products 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.
- 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.)
- 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.
- 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.
- 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 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 a minimum of **5 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 should be indicated in the declaration form. Aforesaid declaration should be submitted along with the technical bid. The split-up of warranty cost (year wise) shall be provided by the successful bidder separately when sought for by the Buyer.
14. 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. After having been notified of the defects/service requirement during warranty period, Seller has to complete the required

Service/Rectification within 3 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.

15. Performance (during Warranty period): The time spent on the repair work will be added to the warranty period of the equipment.
16. The successful Bidder should give the detailed split up of their quoted price when asked for by the Buyer.
17. Comprehensive Annual Maintenance Contract (CAMC): CAMC charges permissible shall be a maximum of 5% of order value plus applicable GST per year after warranty period. The bidder should quote their CAMC rates (within the permissible rate) separately. CAMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
18. Annual Maintenance Contract (AMC) Labour: Labour AMC charges shall be a maximum of 2.5% of order value plus applicable GST per year after warranty period. The bidder should quote their AMC rates (within the permissible rate) separately when sought for. AMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
19. The successful bidder shall enter into Labour AMC/CAMC with SCTIMST as chosen by SCTIMST, 3 (three) months prior to the completion of Warranty Period. The Labour AMC/CAMC will commence from the date of expiry of the Warranty Period.
20. Performance (during CAMC 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.
21. Penalty during AMC/CAMC period will be applicable as per prevailing Rules of SCTIMST as amended from time to time.
22. List of Essential Spares & Consumables: If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price of the spares and consumables should be submitted separately by the bidder when asked for by the Buyer. The format is available in the Buyer uploaded ATC document.
23. 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.
24. 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 contain Embedded Malicious code that would activate procedures to: -
    - (i) Inhibit the desires 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.
25. **Performance Bank Guarantee:** The successful bidder should furnish a performance guarantee/security deposit @ 3 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.

26. **EMD** can be submitted in the form of Account Payee Demand Draft drawn in any a nationalized bank favoring The Director, SCTIMST payable at Thiruvananthapuram. The hard copy of EMD should reach the buyer within 5 days from the closing date of the bid failing which the bid will summarily be rejected.

27. **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]."*

28. **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.

29. 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

30. 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.

31. 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.

32. 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.

## 2. Buyer Added Bid Specific ATC

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

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**