



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5103843  
Dated/दिनांक : 28-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-07-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-07-2024 09:30:00
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 Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Icar-nrc On Pig, Rani, Guwahati-781131, Assam
Item Category/मद केटेगरी	Custom Bid for Services - COMPREHENSIVE MAINTENANCE CONTRACT CMC of BIOSAFETY LEVEL 2 BSL2 OF VIROLOGY LABORATORY
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	1700000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 दस्तावेज 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 :**

Asstt. Administrative Officer  
Icar-nrc On Pig, Rani, Guwahati-781131, Assam, Department of Agricultural Research and Education (DARE),  
Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare  
(Uttam Prakash)

#### **Splitting/विभाजन**

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

#### **MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1719576302.pdf](#)

**Payment Terms:**[1719576314.pdf](#)

**GEM Availability Report ( GAR):**[1719576326.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1719576342.pdf](#)

## Custom Bid For Services - COMPREHENSIVE MAINTENANCE CONTRACT CMC OF BIOSAFETY LEVEL 2 BSL2 OF VIROLOGY LABORATORY ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	COMPREHENSIVE MAINTENANCE CONTRACT CMC of BIOSAFETY LEVEL 2 BSL2 OF VIROLOGY LABORATORY
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ratul Baishya	781131,ICAR- NATIONAL RESEARCH CENTRE ON PIG, RANI, GUWAHATI	1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

#### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Name of the item: COMPREHENSIVE MAINTENANCE CONTRACT (CMC) of BIOSAFETY LEVEL

## 2 (BSL-2) OF VIROLOGY LABORATORY

Major components of the facility

- a) BSL 2 LAB Supply AHU 2500 CFM 17 TR COILs
- b) BSL 2 LAB Exhaust AHU 3500 CFM
- c) BSL 2 LAB De Humidifier/Duct Heater 9 Kw
- d) BSL 2 LAB Static pass box, access control with door interlocking including all accessories
- e) BSL 2 LAB Access control with door interlocking including all accessories
- f) BSL 2 LAB Digital Temperature RH Monitor with all accessories
- g) BSL 2 LAB HEPA module
- h) BSL 2 LAB Air Filters in units
- i) BSL 2 LAB 8.5 Tr Cooling Units (air conditioning)
- j) Biosafety Cabinet/Laminar air flow unit
- k) UPS/Power Supply, its batteries and all accessories
- l) Control Panels, fire alarm panels, switches, electrical wiring.
- m) Clean room facility- including epoxy resin flooring.

Note: Details of Facilities and Drawing of Laboratory is enclosed for reference.

Detailed specifications and scope of work

A. Inspections render breakdown maintenance and regular preventive maintenance of all the components of the facility during normal working hours.

B. The preventive maintenance will be done compulsorily "ONCE" in every quarter. CMC shall include unlimited breakdown calls.

C. Preventive maintenance should include the following:

- Deep cleaning of HEPA Filters, Air Filters, Cooling Unit (air conditioning), and other startup items.
- Maintain required pressure, temperature, humidity in the facility and required air flow with alternative means if necessary.
- Check backup system & pressure network functions.
- The firm should take appropriate steps to maintain the required working environment conditions inside the facility.
- Any other item required for proper functioning of the facility should be covered and the firm should update the system accordingly.

D. Comprehensive Maintenance contract will be inclusive of all the Items/Parts of the facility. Scope of Contract will include repair/replacement/update of all parts/network software.

E. Comprehensive Maintenance contract will cover all cost involved for any purchase required for the replacement/repairs of the components, network Software of BSL2 facility,

Biosafety Cabinet/laminar air flow unit, UPS System/Power supply with batteries, Control Panel, switches, electrical wiring.

F. Any customized application software in operation related to the facility should also be covered under this contract.

G. Spare parts required for replacement under the contract, should be replaced with compatible, genuine and standard items only.

H. The firm should truly and faithfully carry out Comprehensive Maintenance Contract of Biosafety Laboratory of ICAR-NRC on Pig, Guwahati in proper manner/standard fashion to the full extent and satisfaction of the customer for the period of one year from the date of signing of agreement. During the term of contract, the firm should extend all required technical support for maintaining the laboratory in good working order and for this purpose should provide all type of repair/replacement and maintenance service as and when required.

I. Maintenance should be provided on site for the BSL2 facility by the firm. In case, the firm feels that the equipment cannot be repaired on-site, they may carry the defective equipment/part(s) with the consent of ICAR-NRC on Pig, Guwahati after giving due receipt of the equipment and delivered back the repaired equipment/part at the earliest at their own cost and risk.

J. The Firm shall conduct Preventive Maintenance & general servicing (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior of the Equipment, checking and testing of UPS batteries and necessary repairing of the facility at least 4 times in a calendar year.

K. The time for attending services in the BSL 2 facility shall not exceed 3 working days from the date of registration of complaint. The packing/unpacking, transportation, loading/unloading, connection/disconnection, configuration/re-configuration and any associated activity with the repair and maintenance of the BSL2 facility should be the sole responsibility of the firm.

L. The firm should provide the list of the responsible technical personnel with details such as email/ mobile number who can be contacted by the Institute for any matter regarding the maintenance of the facility.

M. The firm should provide service report(s) of each visit during the CMC period.

N. The firm must undertake necessary steps to evaluate and certify for performance parameters of the facility by appropriate certified agencies annually without any additional cost as per the existing Biosafety regulations of the country. In addition, the firm should ensure that the

biosafety cabinet/laminar air flow unit present in the said facility should be validated once in 6 months without any additional costs.

#### ADDITIONAL NOTE

□ Firms are advised to visit the site physically prior to participating in the bid for the assessment of the actual quantum of work, working condition of the lab and life expectancy of the spares and parts, so that if any machine/parts required to be replaced/repared, the agency may calculate it's repairing/replacement cost and accordingly include total cost in the CMC contract.

#### TERMS & CONDITIONS PERTINENT TO THE TECHNICALITY OF THE FACILITY & SCOPE OF WORK

1. The firm should provide qualified technical personnel/service engineers, along with the details of their qualifications, for the maintenance of the BSL-2 facility. Copies of all relevant documents must be submitted. The institute reserves the right to request any additional documents from the firm for clarification at a later stage if found necessary.
2. The deputed technical personnel must carry an authorization document provided by the firm to carry out the necessary maintenance/repair work for the institute. This document should be presented to the authorized personnel of the institute upon request.
3. If the service is found unsatisfactory, the institute reserves the right to cancel the CMC with the firm at any time during the contract period without providing any reasons.
4. The technical personnel/Service Engineer of the firm should have successfully completed the appropriate professional training on maintenance of the biosafety facility from any reputed National/International agencies. Moreover, merely attending workshop/conference/symposia/membership certificate will not be considered. Copies of relevant documents should be submitted as proof.
5. The deputed technical personnel for carrying out the maintenance work at the biosafety facility should have necessary certificate as mentioned above and the details to be submitted to the office at the time of their visit.
6. The service providing agency should be responsible for providing all necessary safety accessories and measures required for the execution of the work to their deputed staff at their own expense. The Institute will not be responsible for any damage to the personnel deputed by the firm during the maintenance/repair work(s) at the institute.
7. The agency should not engage any subcontractor or sublet/transfer the contract to any other agency or individual in any capacity. The manpower deputed for work(s) at the institute must belong to their own firm.
8. The firm should have minimum experience of three years of AMC/CMC and

construction /repair work of BSL-2/3 facility/ABSL-2/ABSL3 facility of any Govt./PSU/University/Autonomous bodies/Reputed companies. Necessary copies of work order/agreement should be submitted.

9. During the operation and maintenance period, it is expected that the firm shall attend the breakdown and rectify the fault/s promptly with minimum possible downtime.

The maximum permitted DOWNTIME shall be 72 Hours from the time the intimation is given by the user.

If the repair/rectification is not carried out by the Contractor within the maximum permitted DOWNTIME, the Employer shall charge penalty, for each breakdown instance, subject to a maximum of 10% of the Annual Contract Value, as follows:

A. Above 72 hours & Below 168 hours - Penalty of 1% of the Annual Contract Value

B. Above 168 hours - Penalty of 1% of the Annual Contract Value + Additional Penalty for delay @ 0.5 % for each 24 hours.

The contractor shall maintain sufficient Inventory of required spares and consumables at site to minimize the downtime and to ensure smooth operation and functioning of the Laboratory.

Further, Liquidation charges for delay in execution/implementation of any terms & conditions of contract will be charged additionally @ 0.5 per Week and Maximum upto 10 %.

#### OTHER GENERAL TERMS & CONDITIONS

1. Mode of Payment: ICAR-NRCP shall make payment through PFMS/ RGTS in favour of the agency.
2. Termination: This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched at the address herein given under registered post. The ICAR-NRCP will not have any responsibility towards this for any damage/ loss caused and it cannot be challenged in any court of law.
3. In case of any dispute arising decision of Director, ICAR-NRC on Pig will be final and binding.
4. GST & Other Taxes will be inclusive in the contract value at the prescribed rates as per Govt. of India rules/guidelines.
5. Director, ICAR-NRC on Pig reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the council/Institute for any justifiable reasons.



6. EMD Amount of Rs 50,000/- shall be submitted by the bidder. If the firm is exempted, necessary documents i.e., the firm having MSME/Startup firm registration certificate under the respective category to be uploaded.
7. Performance Security of an amount equivalent to 5 % of the total contract value has to be deposited by the agency within seven days of intimation of the award of the work.
8. The amount of Performance Security money will be refundable without any interest after 02 months of successfully completion of the contract period.
10. The Performance security money can also be utilized to recover any loss/damages faced by the institute due to poor service/not attending service within the stipulated timeframe.
11. No interest will be paid against EMD.
12. If the firm does not accept the offer, after issuing of letter of award by ICAR-NRCP within 15 days, the offer made shall be deemed to be withdrawn without any notice & EMD will be forfeited.
13. Evaluation of the quotation: The ICAR-NRCP, will evaluate and compare the quotation determined to be substantively responsive i.e., which are properly signed and fulfilled all the eligibility conditions. Financial bid will be opened of technically qualified firms. The ICAR-NRCP will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.
14. The Bidder must quote a lumpsum amount for 12 months period i.e. for 1 year.
15. The Guwahati High Court will have the jurisdiction to deal with any legal matters or dispute.
16. Terms of the contract:
  - 1) The CMC contract will be for a period of one year. On the expiry of the contract or its termination, the ICAR-NRCP reserves the right to renew the contract on quarterly/half yearly / yearly basis on the terms and conditions that may then be mutually agreed upon.
  - 2) The income tax etc. as applicable will be deducted from the claim of the contractor at source.
  - 3) The contractors/Firm is also to abide with the rules of ICAR/ Govt of India.

#### PREPARATION OF TECHNICAL BID

The Technical bid shall contain following documents failing which the bids will be considered invalid and will be rejected.

- a) EMD of Rs. 50,000/- (online payment to "ICAR NR Centre on Pig" A/c No. 10029420452, State Bank of India, IFSC Code SBIN0009945, Khanapara Branch and proof of deposits must be uploaded and if the firm is exempted, necessary documents i.e., the firm having MSME/Startup firm registration certificate under the respective category to be uploaded.
- b) Information schedule as per enclosed performa (Annexure-I)

- c) Copy of TAN/PAN card.
- d) Copy of Trade License (trade license should be valid)/Registration of the establishment of the firm/MSME Registration Certificate.
- e) Copy of GST registration certificate should be provided.
- f) Copy of certificate indicating that the technical personnel/Service Engineer of the firm have successfully completed the appropriate professional training on maintenance of the biosafety facility from any reputed National/International agencies. Moreover, merely attending workshop/conference/symposia/membership certificate will not be considered.
- g) The Firm should have minimum experience of three years of AMC/CMC/ construction/ repair work of BSL-2/3 facility/ABSL-2/ABSL3 facility of any Govt./PSU/University/Autonomous bodies/Reputed Companies. Necessary copies of work order/agreement should be provided which indicate that the firm has sufficient experience. The firm shall also submit Self-declaration of past experiences having 3(three) years' experience for providing such services should be provided (Annexure-II). (There will be no exemption for experience criteria for MSME/Startup firms considering the functional requirement of facility in accordance with MoF OM No. F.20/2/2014-15/PPD(Pt.) dated 20.09.2016)
- h) Average Annual Turnover at least Rs. 25,00000/- (Rupees Twenty-five lakhs) in last three financial years. (There will be no exemption for average annual turnover for MSME/Startup firms considering the functional requirement of facility in accordance with MoF OM No. F.20/2/2014-15/PPD(Pt.) dated 20.09.2016)
- i) The bidder should provide letter of satisfactory performance from the existing users.
- j) The bidder should submit the compliance statement in the prescribed format. The prescribed format of the compliance. (Annexure-III)
- k) Tender Acceptance letter in the prescribed format as per Annexure-IV.

#### PREPARATION OF FINANCIAL BID

Firm shall quote rates for Comprehensive Annual Maintenance Contract (CMC) of BSL2 facility of Virology Laboratory of ICAR-NRC on Pig, Guwahati for the period of one year.

The amount shall be inclusive of all labour cost, material/spare cost, transportation & conveyance charges, administrative charges, monitoring and supervisory charges, agency profit, GST/Taxes etc

Sd/-

Asstt. Administrative Officer

#### 4. Buyer Added Bid Specific ATC

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

## 5. 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

ICAR NR Centre on Pig  
Account No.  
10029420452  
IFSC Code  
SBIN0009945  
Bank Name  
State Bank of India  
Branch address  
Khanapara Branch

. 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.

## 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./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---