



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4386320 Dated/दिनांक : 22-12-2023

## Bid Document/ बिड दस्तावेज़

| Bid D                                                                                                                                      | Details/बिड विवरण                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                                                                                | 12-01-2024 18:00:00                                                                                                                                                                                                                                             |
| Bid Opening Date/Time/बिंड खुलने की<br>तारीख/समय                                                                                           | 12-01-2024 18:30:00                                                                                                                                                                                                                                             |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>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 - CMC CONTRAT FOR LAN AND NETWORKING                                                                                                                                                                                                    |
| Contract Period/अनुबंध अविध                                                                                                                | 3 Year(s) 1 Day(s)                                                                                                                                                                                                                                              |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                              | 3 Lakh (s)                                                                                                                                                                                                                                                      |
| Years of Past Experience Required for<br>same/similar service/उन्हीं/समान सेवाओं के लिए<br>अपेक्षित विगत अनुभव के वर्ष                     | 1 Year (s)                                                                                                                                                                                                                                                      |
| MSE Exemption for Years Of<br>Experience/अनुभव के वर्षों से एमएसई छूट/ and<br>Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है              | Yes                                                                                                                                                                                                                                                             |
| Startup Exemption for Years Of<br>Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and<br>Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes                                                                                                                                                                                                                                                             |
| Document required from seller/विक्रेता से मांगे<br>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/बिंड से रिवर्स नीलामी सक्रिय किया                                                                                        | No                                                                                                                                                                                                                                                              |
| Type of Bid/बिंड का प्रकार                                                                                                                 | Two Packet Bid                                                                                                                                                                                                                                                  |
|                                                                                                                                            |                                                                                                                                                                                                                                                                 |

| Bid D                                                                                                                                  | Petails/बिड विवरण           |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days                      |
| Evaluation Method/मूल्यांकन पद्धति                                                                                                     | Total value wise evaluation |

### EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |
|-----------------------------|---------------------|
| EMD Amount/ईएमडी राशि       | 30000               |

### 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<br>अपेक्षित अवधि (महीने). | 122                 |

- (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:

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 |
|-------------------------------|-----|
|-------------------------------|-----|

### MSE Purchase Preference/एमएसई खरीद वरीयता

| T T T T T T T T T T T T T T T T T T T     |     |
|-------------------------------------------|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |

- 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. 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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 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. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR): 1703245701.pdf

**Scope of Work:**<u>1703245903.pdf</u>

Service Level Agreement (SLA): 1703245909.pdf

Payment Terms: 1703245915.pdf

Custom Bid For Services - CMC CONTRAT FOR LAN AND NETWORKING (1)

Technical Specifications/तकनीकी विशिष्टियाँ

|      | Specification | Values |
|------|---------------|--------|
| Core |               |        |
|      |               |        |

| Specification                                                                                | Values                             |
|----------------------------------------------------------------------------------------------|------------------------------------|
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | CMC CONTRAT FOR LAN AND NETWORKING |
| Regulatory/ Statutory Compliance of Service                                                  | YES                                |
| Compliance of Service to SOW, STC, SLA etc                                                   | YES                                |
| Addon(s)/एडऑन                                                                                |                                    |

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Address/पता                                                        | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional<br>Requirement/अतिरिक्त<br>आवश्यकता |
|-------------------|------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------|
| 1                 | Salam Jayachitra<br>Devi                                         | 781131,ICAR- NATIONAL<br>RESEARCH CENTRE ON PIG,<br>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. Forms of EMD and PBG

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

ICAR NR Centre on Pig Account No. 10029420452 IFSC Code SBIN0009945 Bank Name SBI

Branch address

Khanapara

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

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# Details of CMC CONTRAT FOR LAN AND NETWORKING Annexure I

| S.No. | Items               | Location                                                           | Specification                                                            | Quantit<br>y |
|-------|---------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------|--------------|
| 1     | I/O Box             | Total I/O Box Already In<br>stalled in the Institute B<br>uildings | RJ45 CAT6E Lan I/O Network K<br>eystone Jack + Gang Box + Fa<br>ce Plate | 134          |
| 2     | Switch              | 1.                                                                 | Two D-link 24 port unmanage<br>d Gigabit PoE Switch                      | 5            |
|       |                     | 2.                                                                 | Two Digisol 24 port unmanag<br>ed Gigabit PoE Switch                     |              |
|       |                     | 3.<br>ARIS Cell                                                    | One @lhua 24 port unmanag<br>ed Gigabit PoE Switch                       |              |
| 3     | Rack                |                                                                    | One 17 U floor mountable Rack                                            | 3            |
|       |                     |                                                                    | Two 4 U Rack wall mountable                                              |              |
| 4     | Media Converte<br>r |                                                                    | 10/100/1000 Base-TX to 1000<br>Base -FX Media Converter                  | 3            |
| 5     | Switch              |                                                                    | One D-Link 8 port unmanaged<br>Gigabit PoE Switch                        | 1            |
| 6     | Media Converte<br>r | Sales Counter                                                      | 10/100/1000 Base-TX to 1000<br>Base -FX Media Converter                  | 2            |
| 7     | Switch              | ATIC                                                               | One D-link 24 port unmanage<br>d Gigabit PoE Switch                      | 1            |
| 8     | Media Converte<br>r |                                                                    | 10/100/1000 Base-TX to 1000<br>Base -FX Media Converter                  | 4            |
| 9     | Rack                |                                                                    | 4 U Rack wall mountable                                                  | 1            |
| 10    | Switch              |                                                                    | One D-link 8 port unmanaged<br>Gigabit PoE Switch                        | 1            |
| 11    | Media Converte<br>r | New LPM Lab                                                        | 10/100/1000 Base-TX to 1000<br>Base -FX Media Converter                  | 1            |
| 12    | Switch              |                                                                    | One D-Link 24 port unmanage<br>d Gigabit PoE Switch                      | 1            |
| 13    | Media Converte<br>r | NEC Building                                                       | 10/100/1000 Base-TX to 1000<br>Base -FX Media Converter                  | 1            |
| 14    | Rack                |                                                                    | 4 U Rack wall mountable                                                  | 1            |
|       |                     |                                                                    |                                                                          | _            |

| 15 | Switch | Second Floor near Dr So<br>uvik Paul Cabin | One D-Link 24 port unmanage<br>d Gigabit PoE Switch  | 1 |
|----|--------|--------------------------------------------|------------------------------------------------------|---|
| 16 | Rack   |                                            | 4 U Rack wall mountable                              | 1 |
| 17 | Switch | Admin Block                                | One Digisol 24 port unmanage<br>d Gigabit PoE Switch | 2 |
|    |        |                                            | One D-link 24 port unmanage<br>d Gigabit PoE Switch  |   |
| 18 | Rack   |                                            | 4 U Rack wall mountable                              | 2 |
| 19 | Switch | QC Lab                                     | One D-link 24 port unmanage<br>d Gigabit PoE Switch  | 1 |
| 20 |        | Main Building                              |                                                      | 9 |
| 21 | Router | Director's Cabin and Qu<br>arter           | TP Link double band Router                           | 2 |
| 22 |        | Guest House                                |                                                      | 1 |

### **SCOPE OF WORK & TERMS and CONDITIONS**

Complete CMC of Networking under ARIS Cell include the items in Annexure I.

Scope of Maintenance work will include the following:

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- A. The maintenance shall be done compulsorily "Once" in every quarter and when ever there is fault in the networking.
- B. Maintenance included.
  - Regular checking of all the parts of the items under annexure 1 for n ormal functioning including, repairing of any devices as per annexure 1, extension of LAN connection according to the requirement, installation/repair/replacement of I/O box, installation/replacement of media converter, checking of routers and switches, etc.
  - The service engineer is required to check the port of each switch and speed of internet connection.
- C. To attend services calls other than mandatory quarterly service call, as and wh en required within 12 hrs from the time of call registered.
- D. Servicing reports shall be submitted for every visit/ every breakdown calls.
- E. No revision in rate (on higher side) will be accepted during the CMC period.

- F. Comprehensive Annual Maintenance contract will be inclusive of all the Items/P arts of the Equipment.
- G. Spare parts required for replacement under the contract, shall be replaced with compatible, genuine and standard items only.
- H. Payment under the contract will be made at the end of each quarter subject to satisfactory performance of the firm and on submission of service report along with bills in triplicate form.
- Firms are advised to visit the site physically prior participating in the tender for the assessment of actual quantum of work, working condition of the devices and life expectancy of the spares and parts, so that if any parts required to be replaced/repaired, the agency may calculate it's repairing/replacement cost and accordingly include total cost in the contract.
- J. The firm shall truly and faithfully carry Comprehensive Annual Maintenance Contract of the networking of ICAR-NRC on Pig, Guwahati in proper manner/standard to the full extent and satisfaction of the customer for the period of three years from the date of signing of agreement. During the term of contract, the firm shall maintain the networking system in good working condition and for this pur pose the firm needs to provide all type of repair/replacement and maintenance service.
- K. Maintenance contract is comprehensive, which covers both the replacement of spare parts and labour.
- L. The maintenance shall be carried out primarily at the premises of ICAR-NRC on Pig, Guwahati during the office hours. In case, the firm feels that the equipment cannot be repaired on-site, they shall suggest corrective action to repair the sa me. With the consent of ICAR-NRC on Pig, Guwahati the damaged/ defective equipment/parts may be taken outside for repair after giving due receipt of the equipment and delivered back the repaired equipment at their own cost and risk.
  - M. The present networking system at ICAR-NRC on Pig, Guwahati are quite s atisfactory and the firm shall not raise any condition with regards to the w orking condition for the items covered under the Maintenance Contract.
  - N. The firm shall maintain/provide uninterrupted service to ICAR-NRC on Pig, Guwahati during the period of the contract.
- O. The firm shall depute the Qualified Maintenance engineers for servicing who is totally familiar with the networking.

- P. If the calls are not attended within 02 working hour and the services are not attended within one day, penalty for not attending calls/servic es will be charged/deducted from the bills of the firm by ICAR-NRC on Pig, Guwahati @ Rs. 2000.00 per day from the specified time considering the earlier period of non-compliance.
- Q. The firm shall maintain log book and shall record therein each incident of the device malfunction, date and time of commencement a nd successful completion of repair work and nature of repair work performed at the Customer's site.
- R. "CMC contract will be upto maximum period of 03 years, he owever the performance of the firm will be reviewed at the end of each year and if the performance is found satisfactory then only the CMC contract will be considered for continuation otherwise it will terminated".
- S. The Contract shall be governed by Indian Law and both the parties' consent to the jurisdiction of Gauhati High Court in all matters.

## **TERMS & CONDITIONS OF CONTRACT**

- 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 notic e on either side and that any notice required to be served shall be sufficien tly served on the parties if delivered to them personally or dispatched at th e address herein given under registered post. The ICAR-NRCP will not have any responsibility towards this for any damage/loss caused and it cannot b e challenged in any court of law.
- 3. In case of any dispute arising, decision of Director, ICAR-NRC on Pig will be e final.
- 4. GST & Other Taxes will be paid as applicable as per Govt. of India rules.
- 5. Director, ICAR-NRC on Pig reserves the right to reduce or terminate the p eriod of contract or to extend its duration in the interest of the council/Institute for any justifiable reasons.
- 6. Incomplete tender or not complying with the above condition is liable to b e rejected. Overwriting or figures written in such style that it can be read in more than one way lead to cancellation of tender.
- 7. The Bids received after due date and time will not be entertained.

- 8. If the date upto which the tender is open for acceptance is declared to be a holiday the tenders shall be deemed to remain open for acceptance till t he next working day.
- 9. No interest will be paid against EMD.
- 10. If the firm does not accept the offer, after issuing of letter of award by ICA R-NRCP within 15 days, the offer made shall be deemed to be withdrawn w ithout any notice & EMD will be forfeited.
- 11. **Evaluation of the quotation**: The ICAR-NRCP, will evaluate and compar e the quotation determined to be substantively responsive i.e., which are properly signed and fulfilled all the eligibility conditions. Financial bid will be e 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.

### 12. Terms of the contract:

- 1) Initially the terms of the contract will be for three year. On the expiry of the contract or on 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 In dia.

## PREPARATION OF TECHNCIAL BID

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

- a) EMD of Rs. 30,000/- (online payment to "ICAR NR Centre on Pig" A/c No. 1002! 420452, State Bank of India, IFSC Code SBIN0009945, Khanapara Branch and p oof 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 spective category to be uploaded.
- b) Performance Statement as per enclosed Performa (Annexure- IA). The ag ency should have sufficient working experience. The experience crit eria is exempted to MSME/Startup firms as per the rules.
- c) Information schedule as per enclosed Performa (Annexure-IIA)
- d) Copy of TAN/PAN card.
- e) Trade License/Registration Certificate/MSME Registration Certificate.

- f) Self declaration/Undertaking that the Agency is not blacklisted by any organi zation.
- g) Annual Turnover Certificate and Submit/Upload at least 01 Number (one number) of work orders awarded to the firm for Comprehensive Annual Mainten ance Contract (CMC)/ Annual maintenance contract (AMC) of networking facility of any Govt./PSU/University/Autonomous bodies/Reputed Companies. The experience criteria and Annual Turnover is exempted to MSME/Start up firms as per the rules.
- h) The bidder should submit the compliance statement in the prescribed format. The prescribed format of the compliance. (Annexure-IIIA)

### PREPARATION OF FINANCIAL BID

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Firm shall quote rates for 3 Years Comprehensive Annual Maintenance Contract (CMC) of Networking of ICAR-NRC on Pig, Guwahati. The amo unt shall be inclusive of all labour cost, material/spare cost, transportation & conveyance charges, administrative charges, monitoring and su pervisory charges, agency profit, GST/Taxes etc.

Sd/-Asstt. Administrative Office

|              |                                            |                     | ANNEX           | TIDE IA           |                                    |                     |
|--------------|--------------------------------------------|---------------------|-----------------|-------------------|------------------------------------|---------------------|
|              |                                            |                     | ANNEX           | UKE-IA            |                                    |                     |
|              | Ct-t                                       | ement of I          | Having E        | xperience         | e of Under                         | taking Simil        |
|              | ormance State<br>of Work                   |                     |                 |                   |                                    |                     |
| <u>ature</u> |                                            | by the bidd         | ler in the      | ir letter he      | ad)                                |                     |
| <u>ature</u> | e of Work                                  | by the bidd         | ler in the      | ir letter hea     | ad)                                |                     |
| <u>ature</u> | e of Work                                  |                     | Value           | Details           | Date of                            | Remark<br>s, if any |
| <u>ature</u> | be submitted  Name & A ddress of the Organ | Order N<br>o. & Dat | Value<br>of Ord | Details<br>of Wor | Date of effect a nd comp letion of |                     |

Signature and Seal of the Bidder

**Business Address:** 

## **ANNEXURE-IIA**

# **Information Schedule**

(Shall be submitted by the bidder in their letter head)

| 1. | Name of the Firm/Agency.                                                                                             |        |
|----|----------------------------------------------------------------------------------------------------------------------|--------|
| 2. | Address with Tel. No./Fax/E-mail.                                                                                    |        |
| 3. | Contract Person Name and Mobile No.                                                                                  |        |
| 4. | Bank Account No.  Branch Code  Bank Name                                                                             |        |
| 5. | Whether all <b>8 Nos of documents</b> as required/mentioned in Preparation of Technical Bids are uploaded/submitted. | Yes/No |

| 6. | Whether the firm has any legal suit/crimina I case pending against it or contemplated a gainst them. If Yes, details thereof | Yes/No |
|----|------------------------------------------------------------------------------------------------------------------------------|--------|
| 7. | Whether Bid Security/EMD of Rs. 30,000.00 is enclosed, if so provide details.                                                |        |
| 8. | Whether the Agency had been blacklisted by any organization. If Yes, details thereof.                                        | Yes/No |

I/ we hereby certify that the information furnished above is correct and true to t he best of our knowledge. We understand that in the event of information being found false at any stage, the agency will be blacklisted and will have no dealing with ICAR, Institutes.

Signature and Seal of the Bidder

**Business Address:** 

### **ANNEXURE IIIA**

# **Compliance statement in the prescribed format**

| Complete CMC for 3 years of Networking as mention ed in Annexure I and Scop e of Work and Terms & conditions of contract | • | Difference/Deviat ion if any |
|--------------------------------------------------------------------------------------------------------------------------|---|------------------------------|
|                                                                                                                          |   |                              |

Signature and Seal of the Bidder

**Business Address:** 

### 4. 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 governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---