



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5654356 Dated/दिनांक : 26-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-12-2024 21:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	17-12-2024 21:30:00		
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		
ltem Category/मद केटेगरी	Nucleic Acid Sequencing and Genotyping Service - SEQUENCING SERVICES; AS PER SCOPE OF WORK; AS PER SCOPE OF WORK; AS PER SCOPE OF WORK; AS PER SCOPE OF WORK; AS PER SCOPE OF WORK; 10x; AS PER SCOPE OF WORK; AS PER SCOPE OF WORK; Physical media; 30 da		
Contract Period/अनुबंध अविध	1 Month(s) 15 Day(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

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	Required/आवश्यकता	No
Ш		

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 & 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)

MII Compliance/एमआईआई अन्पालन

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. 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

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. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 5. 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.

"Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1732631622.pdf</u>

Payment Terms: <u>1732631627.pdf</u>

Any Other Requirement by Buyer:1732631632.pdf

Nucleic Acid Sequencing And Genotyping Service - SEQUENCING SERVICES; AS PER SCOPE OF WORK; Physical Media; 30 Da.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of sequencing exercise to be done	SEQUENCING SERVICES
Type of organism for sequencing	AS PER SCOPE OF WORK
Type of sample	AS PER SCOPE OF WORK
Sample collection option	AS PER SCOPE OF WORK

Specification	Values		
Which Chemistry / Platform you require	AS PER SCOPE OF WORK		
What quality reads per sample do you require	AS PER SCOPE OF WORK		
What depth /coverage do you require	10x		
Service required for number of samples to be analyzed	AS PER SCOPE OF WORK		
What kind of output data is required	AS PER SCOPE OF WORK		
Data Delivery Mode	Physical media		
Data delivery timeframe	30 days		
What kind of QC parameters are required	AS PER SCOPE OF WORK		
Model of sequencing facility to be followed	AS PER SCOPE OF WORK		
Model of bioinformatics analysis facility to be followed	Inhouse		
Consent for the sample to be sent abroad for testing	No		
Testing Lab Accreditations Certifications	National Accreditation Board for Testing & Calibration Laboratories (NABL) , ISO 15189:2012 Medical laboratories — Requirements for quality and competence , ISO/IEC 17025 Testing and Calibration Laboratories , ISO/TS 22692:2020 Genomics informatics— Quality control metrics for DNA sequencing , DSIR certificate		
Addon(s)/एडऑन	Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of samples	Additional Requirement/अतिरिक्त आवश्यकता
1	Seema Rani Pegu	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 ATC

Buyer Added text based ATC clauses

Gem Bid Document for sequencing services SCOPE OF WORK

The technical specifications are mentioned hereunder

:

S. No.	Name of the Items	Complete Generic Specification	Quantity Required
			(Nos.)
1.	Sanger Sequencing	PCR products Plasmid DNA Sequencing Number of reactions: 250	1
2.	Oligonucleotide Synthes is	Oligonucleotide PCR primer Synthesis Scale: 0.025 µmol 15-40 bases length per primer HPLC purified Approximate length: 1000 base pairs	5
3.	Whole Genome Sequen cing	Data requirement per sample in Gb or million Reads -2-3 Gb Platform specification: NGS/Nanopore Sequencing Bioinformatics analysis as per user needs To provide all data(s) and analysis as per user need s	15

4.	DNA Sequencing	Sanger Sequencing (up to 1000 base pairs)	5 0 Sam ples

Additional requirements

Sanger Sequencing:

- 1. The firm/ service provider will carry out the purification of the PCR product for undergoing Sanger sequencing.
- If the sample/PCR products fails in QC, the firm/service provider will have to repeat the sequencing withou t any additional costs
- 3. The firm/ service provider shall be responsible for collecting samples from the institute
- 4. A complete sequencing report will be sent via email upon completion of the work.
- 5. All analyses shall be conducted in consultation with the client. The firm/service provider will provide stepby-step updates on the sequencing progress.
- 6. No data generated shall be transferred to any third party without explicit consent from the institute. Any deviation from this will be considered a serious breach of contract, leading to legal action and potential bla cklisting of the contracting firm.
- 7. The firm/service provider must have in-house facilities for the quoted services and a bioinformatics team f or data analysis. The institute reserves the right to verify these facilities and may conduct a site visit if nec essary.
- 8. All samples must be collected from ICAR-NRC on Pig, Rani, Guwahati, Assam. The cost of sample pickup s hould be included in the total quoted amount.
- 9. Payment will be made only after the satisfactory completion of work and receipt of data and reports.
- 10. The work must be completed within 15 days of sample pickup from Rani, at the expense of the service pro vider.

Oligonucleotide synthesis

- 1. Oligonucleotides: Required for PCR amplification.
- 2. Synthesis Scale: 0.025 μmol.
- 3. Delivery Format: To be delivered in standard vials in lyophilized form.

Whole Genome Sequencing

- 1. The integrity and quantification of genomic DNA must be assessed by running agarose gel electrophoresis. Genomic DNA should be quantified accordingly.
- 2. Libraries need to be prepared according to the manufacturer's instructions for the NGS/Nanopore Standar d Library Kit.
- 3. Adapter addition and purification should have indexing adapters added and then be purified.
- 4. The purified libraries need to be quantified using quantification protocol, and prepared for sequencing on the latest NGS/Nanopore platform.
- 5. Base quality and error statistics reporting from the raw sequence FASTQ files.
- 6. Trim adapters and poor-quality sequences from raw FASTQ files, resulting in trimmed FASTQ files.
- 7. Create a reference genome index from the genome FASTA file.
- 8. Align trimmed sequence reads to the reference genome with necessary alignment software
- 9. Detect differential analysis of genes as per the client needs
- 10. Tissue samples must not be sent outside India.
- 11. The firm must be established in India.
- 12. Data should be delivered through a secured server or HDD only to maintain data confidentiality.

- 13. The project, including complete analysis, must be completed within 6-7 weeks.
 - 14. The customer/scientist will be informed of the progress of the experiment. Further processing will be based on the customer's instructions in case of any issues.

DNA Sequencing

- 1. The firm/ service provider will carry out the purification of the PCR product for undergoing Sanger sequen cing.
- 2. If the sample/PCR products fails in QC, the firm/service provider will have to repeat the sequencing withou t any additional costs
- 3. The firm/ service provider shall be responsible for collecting samples from the institute
- 4. A complete sequencing report will be sent via email upon completion of the work.
- 5. All analyses shall be conducted in consultation with the client. The firm/service provider will provide stepby-step updates on the sequencing progress.
- 6. No data generated shall be transferred to any third party without explicit consent from the institute. Any deviation from this will be considered a serious breach of contract, leading to legal action and potential bla cklisting of the contracting firm.
- 7. All samples must be collected from ICAR-NRC on Pig, Rani, Guwahati, Assam. The cost of sample pickup s hould be included in the total quoted amount.
- 8. Payment will be made only after the satisfactory completion of work and receipt of data and reports.
- 9. The work must be completed within 15 days of sample pickup from Rani, at the

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PREPARATION OF TECHNCIAL BID The Technical bid shall contain following documents failing which the bids	5
ill be considered invalid and will be rejected.	
1. EMD of Rs. 6000/- (online payment to "ICAR NR Centre on Pig" A/c No. 10029420452, State Bank of	۱ ٔ
a, IFSC Code SBIN0009945, Khanapara Branch and proof of deposits must be uploaded. EMD is exempt to MSME/Startup firms as per the rules (Under MSE category, only manufact)	
rs for goods and Service Providers for Services are eligible for exemption	
or submission of EMD.	
If the bidder is the manufacturer of the quoted product/services and is SE firm, than for claiming EMD exemption, the firm must submit a decla	
ion that they are the original manufacturer of the quoted product/service	€
by mentioning the brand name They should be MSE registration certificates as manufacturer/service provider. Traders are excluded from the purview	
f this Policy and no exemption will be provided to the traders.	

2. Information schedule as per enclosed performa (Annexure-I).

- 3. Copy of TAN/PAN card.
- 4. Copy of GST certificate.
- 5. Trade License/Registration Certificate/MSME Registration Certificate.
- 6. Annual Turnover Certificate of the last 3 years. The average annual turnover she of atleast 3 lakhs. (Under MSE category, only manufacturers for goods at Service Providers for Services are eligible for exemption for submission Annual Turnover. Traders are excluded from the purview of this Policy at no exemption will be provided to the traders).
- 7. Submit/Upload at least 01 Number (one number) of work order awarded for sime report work from any Govt./PSU/University/Autonomous bodies/Reputed Companies. The experience criteria is exempted to MSME/Startup firms as per the rules. Under MS category, only manufacturers for goods and Service Providers for Service are eligible for exemption for submission of work order copy. Traders are xcluded from the purview of this Policy and no exemption will be provide to the traders.
- 8. The bidder should submit the compliance statement in the prescribed format as per **Annexure-II.**
- 9. The bidder should submit the Tender Acceptance Letter in the prescribed for mat as per **Annexure-III**
- 10. The bidder should submit the Make In India (MII)compliance statement in the prescribed format as per Annexure-IV. The Make in India certificate should be submitted by the OEM only.

*Bidders should ensure that all the documents submitted are genuin e. If any documents are found to be fabricated or falsified the bid, c ontract, if awarded will be rejected/cancelled and appropriate actio n including blacklisting and legal options will be taken. The institut e reserves the right to verify the authenticity of documents (UDIN/U DYAM/MSME) submitted and the bidder will be required to produce t he original document for verification, if required at ICAR-NRC on Pig

PREPARATION OF FINANCIAL BID

Firm shall quote rates which 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/-

tive Officer			Asstt. Administr
	-		
	ANNEXURE-I <u>Informa</u>	tion Schedule	
- (Shall be submitted by the	bidder in their let	ter 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 10 Nos of documents as re quired/mentioned in Preparation of Techn ical Bids are uploaded/submitted.	Yes/No
6.	Whether the firm has any legal suit/criminal case pending against it or contemplated against them. If Yes, details thereof	Yes/No
7.	Whether the Agency had been blacklisted by any organization. If Yes, details thereo f.	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

_	ANNEXURE II
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ness Address	Dusi
	Busi
	Signature and Seal of the Bidder
with ICAR, Institutes.	
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Compliance statement in the prescribed format

The technical specifications are mentioned hereunder: TECHNICAL SPECIFICATIONS

S. No.	Name of the It ems	Complete Generic Specific ation	Quantity Required (Nos.)	Quoted/N ot Quote d (Please mention the Make and Mod el No. of the servi ces	Complied to the re quired S pecificati ons (Yes/ No)
1.	Sanger Sequenc ing	PCR products Plasmid DNA Sequencing Number of reactions: 250	1		
2.	Oligonucleotide Synthesis	Oligonucleotide PCR primer Synthesis Scale: 0.025 µmo I 15-40 bases length per pri mer HPLC purified Approximate length: 1000 base pairs	5		

3.	Whole Genome Sequencing	Data requirement per sam ple in Gb or million Reads - 2-3 Gb Platform specification: NGS /Nanopore Sequencing Bioinformatics analysis as per user needs To provide all data(s) and a nalysis as per user needs	15	
4.	DNA Sequenci	Sanger Sequencing (up to 1000 base pairs)	• 50 Sampl es	

Additional requirements

Sanger Sequencing:

- 1. The firm/ service provider will carry out the purification of the PCR product for undergoing Sanger sequencing.
- 2. If the sample/PCR products fails in QC, the firm/service provider will have to repeat the sequencing withou t any additional costs
- 3. The firm/ service provider shall be responsible for collecting samples from the institute
- 4. A complete sequencing report will be sent via email upon completion of the work.
- 5. All analyses shall be conducted in consultation with the client. The firm/service provider will provide stepby-step updates on the sequencing progress.
- 6. No data generated shall be transferred to any third party without explicit consent from the institute. Any deviation from this will be considered a serious breach of contract, leading to legal action and potential bla cklisting of the contracting firm.
- 7. The firm/service provider must have in-house facilities for the quoted services and a bioinformatics team f or data analysis. The institute reserves the right to verify these facilities and may conduct a site visit if nec essary.
- 8. All samples must be collected from ICAR-NRC on Pig, Rani, Guwahati, Assam. The cost of sample pickup s hould be included in the total quoted amount.
- 9. Payment will be made only after the satisfactory completion of work and receipt of data and reports.
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- 3. Adapter addition and purification should have indexing adapters added and then be purified.
- 4. The purified libraries need to be quantified using quantification protocol, and prepared for sequencing on the latest NGS/Nanopore platform.
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- 6. Trim adapters and poor-quality sequences from raw FASTQ files, resulting in trimmed FASTQ files.
- 7. Create a reference genome index from the genome FASTA file.

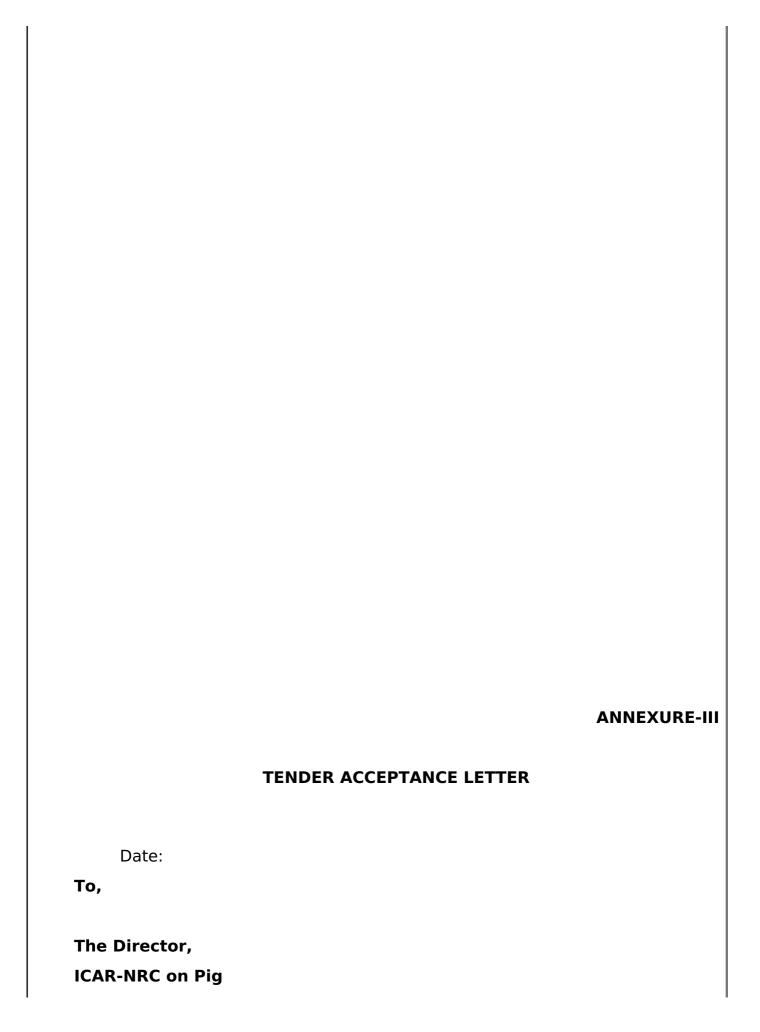
- 8. Align trimmed sequence reads to the reference genome with necessary alignment software
- 9. Detect differential analysis of genes as per the client needs
- 10. Tissue samples must not be sent outside India.
- 11. The firm must be established in India.
- 12. Data should be delivered through a secured server or HDD only to maintain data confidentiality.
- 13. The project, including complete analysis, must be completed within 6-7 weeks.
 - 14. The customer/scientist will be informed of the progress of the experiment. Further processing will be based on the customer's instructions in case of any issues.

DNA Sequencing

- 10. The firm/ service provider will carry out the purification of the PCR product for undergoing Sanger sequencing.
- 11. If the sample/PCR products fails in QC, the firm/service provider will have to repeat the sequencing withou t any additional costs
- 12. The firm/ service provider shall be responsible for collecting samples from the institute
- 13. A complete sequencing report will be sent via email upon completion of the work.
- 14. All analyses shall be conducted in consultation with the client. The firm/service provider will provide step-by-step updates on the sequencing progress.
- 15. No data generated shall be transferred to any third party without explicit consent from the institute. Any d eviation from this will be considered a serious breach of contract, leading to legal action and potential blac klisting of the contracting firm.
- 16. All samples must be collected from ICAR-NRC on Pig, Rani, Guwahati, Assam. The cost of sample pickup s hould be included in the total quoted amount.
- 17. Payment will be made only after the satisfactory completion of work and receipt of data and reports.
- 18. The work must be completed within 15 days of sample pickup from Rani, at the

Signature and Seal of the Bidder

Business Address:



Rani, Guwahati -781131 **Assam** Dear Sir, The Bid documents/corrigendum(s) issued forvide **G eM Bid No**...... by your department/organization has been taken into consideration, while submitting this acceptance letter. I/We hereby unconditionally accept all the tender/bid terms & conditions as me ntioned in tender/bid document(s)/ corrigendum (s) in its totality/entirety. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking. I/We certify that all information furnished by our Firm is true & correct and in the e event that the information is found to be incorrect/untrue or found violated. th en vour department/ organization shall without giving any notice or reason ther efore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest mon ev deposit absolutely. Signature and Seal of the Bidder

Business Address:

3. 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. 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 <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---