Bid Number: **GEM/2023/B/3218281** Bid Status: Active Bid Start Date / Time: 06-03-2023 13:03:01 Consignees / Reporting Officer / Delivery Location(S) Bid Validity (From End Date): 180 (Days) Bid End Date / Time: 10-04-2023 09:00:00 EMD: Required Track EMD Average Turn Over of Last 3 Years: 9 Lakh (s) Project Experience Required: No Bid Opening Date / Time: 10-04-2023 09:30:00 Competent Authority Document View Contract Duration: 2 Year (S) Buyer Details Ministry: Ministry Of Agriculture And Farmers Welfare Organisation: Indian Council Of Agricultural Research (Icar) Name: Uttam Prakash Address: Uttam Prakash,Uttam.Prakash@lcar.Gov.ln,ICAR-Department: Department Of Agricultural Research And Education Office: Icar-Nrc On Pig, Rani, Guwahati-781131, Assam NATIONAL RESEARCH CENTRE ON PIG, RANI, GUWAHATI,781131,India,ASSAM,887-6656795-,KAMRUP (Dare) Corrigendum Details Modified On: 2023-03-29 16:44:25 Bid extended to 2023-04-10 09:00:00 Bid Opening Date : 2023-04-10 09:30:00

Cancel Bid Extend Bid Edit Terms Edit Pre Bid





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3218281 Dated/दिनांक : 06-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-03-2023 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-03-2023 15:30:00	
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	Vehicle Hiring Service - Per Vehicle-Day basis - Premium SUV/MUV; 2019, 2020, 2021, 2022; Outstation; Hilly; 250Kms x 8Hrs; Round Trip , Vehicle Hiring Service - Per Vehicle-Day basis - Sedan; 2019, 2020, 2021, 2022; Local; Plain; 120Kms x 12Hrs; Round Trip	
Contract Period	2 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	9 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover	Yes	
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	
Type of Bid/बिंड का प्रकार	Two Packet Bid	

Bid C	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	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	20000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	10000

ePBG Detail/ईपीबीजी विवरण

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	Required

- (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 हैं। 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). 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 :

DIRECTOR

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 (Icar Nr Center On Pig)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
<u>'</u>	

MSE Purchase Preference/एमएसई खरीद वरीयता

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 data sheet (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.
- 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

Scope of Work:<u>1678087131.pdf</u>

Payment Terms: 1678087136.pdf

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluatio n Schedule s	Item/Category	Quantity
Schedule 1	Vehicle Hiring Service - Per Vehicle-day Basis - Premium Suv/muv; 2019, 2020, 2021, 2022; Outstation; Hilly; 250kms X 8hrs; Round Trip	Number of Vehicle-Days Required within the Contract Period : 250
Schedule 2	Vehicle Hiring Service - Per Vehicle-day Basis - Sedan; 2019, 2020, 2021, 2022; Local; Plain; 120kms X 12hrs; Round Trip	Number of Vehicle-Days Required within the Contract Period : 250

Vehicle Hiring Service - Per Vehicle-Day Basis - Premium SUV/MUV; 2019, 2020, 2021, 2022; Outstation; Hilly; 250Kms X 8Hrs; Round Trip (250)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	Premium SUV/MUV
Vehicle Brand	Toyota Fortuner , Ford Endeavour , Toyota Innova
Year of Manufacturing	2019 , 2020 , 2021 , 2022
Type of Service	Outstation
Type of Terrain	Hilly
Usage Variant	250Kms x 8Hrs
Trip Type	Round Trip
Air Conditioning Required	AC
Vintage Km(s)	0-25,000 kms , 25,000-50,000 kms
Fuel Type	Diesel
Addon(s)	
Night Hault	Yes

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 Vehicle-Days Required within the Contract Period	Additional Requirement
1	Uttam Prakash	781131,ICAR- NATIONAL RESEARCH CENTRE ON PIG, RANI, GUWAHATI	250	 Number of Night hault required within the Contract period: 100 Maximum No. of Vehicle required in a Day/Event: 3

Vehicle Hiring Service - Per Vehicle-Day Basis - Sedan; 2019, 2020, 2021, 2022; Local; Plain; 120Kms X 12Hrs; Round Trip (250)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
State	NA
District	NA
Zipcode	NA
Vehicle Type	Sedan
Vehicle Brand	Hyundai Xcent , Honda Amaze , Maruti Dzire
Year of Manufacturing	2019 , 2020 , 2021 , 2022
Type of Service	Local
Type of Terrain	Plain
Usage Variant	120Kms x 12Hrs
Trip Type	Round Trip
Air Conditioning Required	AC
Vintage Km(s)	0-25,000 kms , 25,000-50,000 kms
Fuel Type	Petrol
Addon(s)	
Night Hault	Yes

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 Vehicle-Days Required within the Contract Period	Additional Requirement
1	Uttam Prakash	781131,ICAR- NATIONAL RESEARCH CENTRE ON PIG, RANI, GUWAHATI	250	 Number of Night hault required within the Contract period: 100 Maximum No. of Vehicle required in a Day/Event: 3

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. 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 State Bank of India Branch address Khanapara Branch

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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

- 1. The vehicle hire Contract shall be valid for a period of two year only.
- 2. The bidder should have PAN Registration and GST Registration.
- 3. The bidder should have registered office in Guwahati/Kamrup District which should be supported like documents such as Rent Agreement, La ndline Bill/Electricity Bill (in name of the firm) etc. In case of the bidder does not have branch in Guwahati/Kamrupdistrict or in not able to pro vide documentary evidence of the same the bid submitted by the conce rned firm will be rejected.
- 4. The applicant contractor should have at least two years' experience in providing vehicles on hire basis to Govt offices/PSUs etc. Certificate for experience providing services in any organization should be attached.

5. The vehicle proposed to be provided must have commercial permit for operation in Assam and other states of North East Region.
6. The bidder should not be under declaration of ineligibility for corrupt and fraudulent practices or any other reason whatsoever, or have not been black listed by Govt. of India or any of its agencies including Public Enterprises and / or by any State Govt. or any of its agencies. Certificate regarding this has to be compulsorily submitted.
7. The services of the bidder should not have been terminated on account of deficiency in service /non fulfillment of Tender conditions by any office.
8. Vehicle proposed to be provided should be of latest model.
9. Payment shall be made on monthly basis on submission of GST bill along with ot her documents such as photocopy of log book, Duty slips etc.
10. Rates quoted by bidder shall be inclusive of cost of manpower, fuel and other lubricants, driver's salary, repair andmaintenance charges, insurance and other statutory liabilities related to labour laws etc.
11. The vehicle Registration Book, Insurance Copy, Emission Certificate, Road Tax p ayment certificate, Commercial Vehicle permit and Driver license should be available in the vehicle at all times.
12. The contractor shall bear the costs of fuel, salaries of his driver, repair and main tenance, road tax, insurance, commercial permit etc., of the vehicles provided a nd shall also maintain the vehicles ingood working condition for 24 x 7 x 365 days use by office. The driver to be deployed by the contractor should be paid as per prevailing Minimum wages Act. The ICAR-NRC on Pig, Guwahati shall not be a party in any disputes whatsoever regarding wages and allowances of drivers.

- 13. The drivers provided by the contractor shall not be entitled to get any amount fr om this office asallowances, wages bonus, gratuity or retrenchment compensati on, etc. Such persons shall purelybe engaged by the contractor only and this offi ce shall not undertake any responsibilities with regard to their employment, welf are, payment of wages, etc.
- 14. The drivers / staff to be provided by the firm shall be a qualified driver having v alid driver's license. He shall have a validcommercial driving license. He should be medically fit especially with respect to eye sight. The driver should have sufficient driving experience. Heshould always while on duty be well dressed. He should be polite and well behaved and should nothave any kind of criminal or adverse record.
- 15. The driver shall keep documents such as RC, Pollution Check Certificate, etc. of t he vehicle withhim all the time. In case of any penalty for any violation of rules / law, only the firm / driver shallbe solely responsible for the same.
- 16. The contractor shall furnish complete bio-data with mobile number of the driver. The characterand antecedents of drivers to be deployed should be properly verified and their details (name,address, telephone no., photograph, copy of driving license etc) will have to be provided to thisoffice. Frequent change of driver without any justification shall not be allowed.
- 17. The contractor shall arrange for proper substitute of the driver in case of his leave, absence, sickness, etc.
- 18. The ICAR-NRC on Pig, Guwahati, reserves the right to require the Agency to repl ace the driver without assigning any reasons for the same and agency shall do so promptly when required to do so.
- 19. The contractor shall bear all taxes, recoveries, charges, etc., as applicable and also comply with allstatutory requirements regarding compliance of all labour la w such as Minimum Wages Act, ESI,EPF & Misc. Prov. Act, Workmen compensati on Act etc. The contractor shall indemnify against all liabilities / losses / penalties borne by this office which may arise on account of hiring of thevehicle under this contract.

- 20. Income Tax as per rules shall be deducted from the bill wherever applicable.
- 21. The ICAR-NRC on Pig, Guwahati, reserves its right to monitor, make surprise che ck and verifications onall aspects of the work and the service provider shall coop erate with the officials so authorized byhim and furnish to them all record and m aterials for inspection without demur.
- 22. The contractor should arrange for proper cleanliness and hygiene of the vehicle including inter aliathe provisioning of car perfume, tissue paper, hand towels, et c., in the vehicle.
- 23. The ICAR-NRC on Pig, Guwahati reserves absolute rights to cancel /reject any or all tender withoutassigning any reason. The ICAR-NRC on Pig, Guwahati, has absolute right to strengthen / relax / add /remove any terms and conditions without assigning any reason.
- 24. The vehicle hired shall normally be used for travelling throughout North East Region.
- 25. The firm shall have to bear all the expenses relating to food, etc., of the driver. For stay / overnightstay outside also expenses will be borne by the firm only.
- 26. The vehicle provided by the firm should always be in top class condition. In case of any break-down of the vehicle, the firm shall immediately provide another vehicle as replacement.
- 27. Log book shall be maintained for the vehicle hired. These will be signed by the u ser / officerauthorized by this office. Log book should remain in the hired vehicle.
- 28. Monthly Bill shall be produced in the first week of following month along with duly signed logbook. Payment will be done on monthly basis through electronic mode subject to satisfactory services.
- 29. The charges shall be fixed for entire period of contract and no interim hike will be accepted /allowed for whatever the reasons thereof.

- 30. The agency shall not sublet or subcontract this service to any other party in any circumstances, after agreement of contract. If it comes into the notice of this Office, the contract will be terminated and Performance Guarantee Money will be for feited.
- 31. All the disputes will be subject to under the jurisdiction of Kamrup District only.
- 32. The successful bidder shall be required to sign an Agreement on a non-judicial s tamp paper worthRs. 100/- to be purchased by bidder.
- 33. The office of ICAR-NRC on Pig, Guwahati, shall have the right to terminate the a greement in case the services are found not to be satisfactory giving one month notice to the firm.
- 34. The contractor is required to give a notice of three months in case he wants to discontinue the services.
- 35. In case of breach of any terms and conditions of the contract, the performance s ecurity deposit of the contractor shall be liable to forfeited besides annulment of the contract.
- 36. In case of non-compliance of the above terms and condition of contract, a penal ty may be levied as per decision of the Competent Authority/Vehicle Incharge.
- 37. The penalty for some of the defaults are as under:

SI. No.	Nature of Default	Penalty in Rupees	
1.	Late Reporting	Rs. 250/- per day	
2.	Non-Reporting	Rs. 1000/- per day	

3.	Refusal of duties	Rs. 1000/- per day	
4.	Non-observations of dress code / pr oper etiquette	Rs. 100/- First instance &Rs. 200/- for subsequent instances .	
5.	Unhygienic / Untidy vehicle	Rs. 200/- per day	
6.	Unsafe / Rash driving	Rs. 250/- per day	
7.	Stoppage of vehicle due to insufficie ncy of fuel	Rs. 200/- per instance	

- 38. Mileage and time will be recorded from the point as per the instructions of the V ehicle i/c or Indenting Officer.
- 39. Parking charges, Toll Tax etc. Will be paid by the ICAR-NRCP on submission of r eceipt along with duty slips by the Agency alongwith bills after certification by the Officer of ICAR-NRCP who used the vehicle.
- 40. Vehicle will be provided by the Agency at short notice. Cleanliness of vehicles a nd its condition will be excellent. The vehicles on requisition will be in time. The Driver will be polite and well mannered.
- 41. Penalty etc. Imposed by traffic police/ department, will not be paid by the ICAR-NRCP.
- 42. The applicable taxes will be paid as per Govt. Of India guidelines by ICAR-NRCP.
- 43. Bills in triplicate along with "Duty Slip/ Log book showing starting time/ closing t ime and starting KM/ Closing K.M duty signed by the indenting Officer of ICAR-N RCP will be submitted by the Agency at the end of the each month for necessary payment.
- 44. Duty Slip/ Log book showing starting time/ closing time and starting K.M/ Closin g K.M will be update at the end of each trip and signature of the indenting officer will be recorded by the Agency.

- 45. The rates will be valid throughout the Contract period and no alteration in the rate will be entertained/ accepted.
- 46. The agency will report to the vehicle on duty before 10 minutes of the requirem ent.

DOCUMENTS REQUIRED FROM BIDDER FAILING WHICH BIDS WILL NOT BE CONSIDERED

1.	Scanned copy/ proof of deposit of EMD of Rs. 30,000/- (online payment to "I CAR NR Center on Pig" A/C no. 10029420452, State Bank of India, IFSC Cod e SBIN0009945, Khanapara Branch. EMD is exempted to MSME/ Start-up fir m as per relevant rules, necessary document of registration as MSME/ Start-up to be uploaded.
2.	The bidder should have registered office in Guwahati/Kamrup District which should be supported like documents such as Rent Agreement, Landline Bill/ Electricity Bill (in name of the firm) etc. In case of the bidder does not have branch in Guwahati/Kamrup district or in not able to provide documentary evidence of the same the bid submitted by the concerned firm will be reject ed.
3.	GST certificate of firm.
4.	Copy of PAN/ TAN No.
5.	Undertaking indicating non-blacklisting of the firm/company by the Govern ment or autonomous organizations/institutes/universities etc.
6.	The agency should have at least 2 years experience for the same/similar ca tegory of service/ product. Necessary order/ contract copies mentioning cle arly the amount & period of contract. (Turnover/ Experience criteria is exem pted to the MSME/ Start-up of the product)
7.	Bidder should submit the compliance statement in the prescribed format. The prescribed format of compliance statement is available as ANNEXURE-A in the Buyer Added Bid Specific ATC.

ANNEXU

COMPLIANCE STATEMENT

Name of the Ite m/ service with specification	Specification and ter ms & condition.	Complied the required spec ification and terms and con dition of the bid (Yes/No)	Difference if any in the quoted items against the required specification
Vehicle Hiring Ser vice- Per Vehicle- Day Basis- Premi um SUV/ MUV - R ound Trip	As mentioned in the bid document		
Vehicle Hiring Ser vice- Per Vehicle- Day Basis- Sedan - Round Trip	As mentioned in the bid document		

Name of the Authorised Person:
Signature:-
Seal :-

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

Date:-

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 शर्तें</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 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 यह 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---