



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3296489  
Dated/दिनांक : 31-03-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-04-2023 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-04-2023 21:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	155 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Indian Council Of Medical Research
Total Quantity/कुल मात्रा	12
Item Category/मद केटेगरी	Development of new website Preferably Open source , Additional cost per page , Renovation or migration , AMC , GIGW compliance validation or testing
BOQ Title/बीओक्यू शीर्षक	Development Migration Renovation of website to make it Responsive and GIGW Complaint
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	81 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/ वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Development of new website Preferably Open source
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	27000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
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 :

Director General, ICMR  
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),  
Ministry of Health and Family Welfare  
(Director General, Icmr)

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### 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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
7. 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.
8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid

in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
10-04-2023 11:00:00	Meeting will be conducted through VC. Link will be published on GeM and ICMR website.

#### Development Of New Website Preferably Open Source

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Brand Type/ब्रांड का प्रकार	Unbranded
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#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Aneesh Vyas	110029, INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	1	112

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**Additional Cost Per Page**

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### Renovation Or Migration

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### AMC

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**GIGW Compliance Validation Or Testing**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Aneesh Vyas	110029,INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	1	90

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

1. Make in india specific authorisation certificate needs to be enclosed.
2. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

4. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

5. **Generic**

**Non return of Hard Disk:** As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

6. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally

liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 8. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 9. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 10. **Turnover**

**Bidder Turn Over Criteria:** 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 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.

#### 11. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 12. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 13. **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.

#### 14. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director General, ICMR  
payable at  
Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director General, ICMR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Technical Bid should contain Service Level Agreement (SLA) as per points given below (from S No (a) to (h)), duly signed and stamped:

(a) The supplied website should be under one year on site free comprehensive warranty

(b) Bidder guarantees that for the supplied website fault/bugs or downtime should not exceed 1% average, on a yearly basis for 24x7x365 days operation

(c) The permissible downtime of 1% will further be subject to maximum downtime of 24 hours at a stretch at any instance. The maximum time to repair (MTTR) to any complaint or downtime of the website, will not exceed 24 hrs. However, prior exception to the above MTTR/downtime shall be taken from ICMR on case-to-case basis.

(d) In case of any hacking, defacing of website, vendor must promptly recover the websites by taking necessary steps immediately.

(e) **During the warranty:** In case the maximum time to repair supplied software/website or downtime exceeds the above-mentioned duration (24 hrs) then penalty clause at clause 5 (a) below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above at clause 2

(i) Penalty clause for non conformance to above SLA:

ICMR may deduct Rs.300/-(Rupees Three Hundred Only) from the due payments or recovered from Performance Security as the case may be for every 1 hours of down time at a stretch or in part up to total down time of 10 hours. Beyond 10 hours of down time, ICMR may deduct Rs.500/-(Rupees Five Hundred Only) from the due payments or recovered from Performance Security as the case may be for every 1 hour of down time at stretch or in parts.

In any case, if the website is not made operational for 5 days from the time of reporting of fault, the Performance Security submitted by the Bidder to ICMR shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and ICMR may terminate the contract.

(f) The delay due to force majeure conditions, National Holidays, Sundays, Closure of site/non accessible, of site shall be excluded from the penalty subject to submission of notice/letter/document duly endorsed by concerned authorities.

(g) The Downtime of the equipment starts from the time ICMR complaint is logged in at the bidder address as provided by the bidder for escalating complaints. Any delay in escalating a complaint shall be excluded from the availability calculations.

(h) Bidder should provide a satisfactory certificate duly signed and stamped by the user after completion of warranty period failing which payment will not be released till then.

2. Documentary/ live proof of at least 5 websites that have been developed previously that are Responsive and CMS based, and at least 5 websites that are GIGW compliant

3. Firm should be of CMMi level 3 / ISO 9001 certified company.

4. Manpower deployed for the website development should be trained on CMS/GIGW guidelines

5. Bidder should have given clause-by-clause compliance for the technical specifications/ requirements of the website in their technical bids.

6. An undertaking that "they have understood the requirement and agree with all the terms & conditions of the tender. In case their undertaking is not submitted, commercial bid submitted in separate sealed cover will not be considered.

(Please enclose documentary proof along with the technical bid for above mentioned points from 1 to 4 along with undertaking as mentioned in point 6)

#### 7. Deliverables

(a) Delivery Period: The Development/ Migration/ Renovation of website at test site/ staging server and installation / commissioning in production site as per following schedule:

	Description of activities	Schedule
	The development/ Migration/ Renovation/ and security audit of basic website upto 50 pages	
(i)	For Development	16 Weeks
(ii)	For Migration/ Renovation	12 Weeks
(iii)	Security audit	06 weeks
(iv)	Deployment on production environment	01 week
(v)	Over 50 pages (additional time for addition 20 pages)	01 week per 20 pages

(b) Delivery start date is defined as the date of receipt of PO and all relevant contents / material for website from customer.

(c) This delivery period mentioned in table 25 (i) above will be applicable for upto 30 websites. For more websites, the similar delivery period will be given for block of upto 30 websites.

(d) Modifications/testing of website as and when require will continue till the end of warranty period.

(e) Completion date is defined as:

(i) Installation report along with Acceptance Test Report (ATR) countersigned by user shall be submitted within 10 days from Date of Delivery.

(ii) Security audit report by CERT-in empaneled agency

(iii) Web accessibility and GIGW compliance validation by an independent organization (i.e. STQC) etc

(f) Any delay by the supplier in the performance of delivery of items or/and non compliance of SLA shall render the supplier liable to any or all of the following sanctions :

(i) Forfeiture of its Performance Bank Guarantee (PBG),

(ii) Imposition of liquidated damage

(iii) Cancellation of the purchase order for default.

(g) Any delay in the supplies/installation would be reported to ICMR and specific prior approval for delay with justification would be taken on case-to-case basis.

(h) Vendor/ bidders have to submit the basic design architecture and flow of website to ICMR for their acceptance before development.

(i) Delay due to non-readiness of the website contents from Organization or delay in finalization of website design / architecture or due to any natural disaster will not be considered for liquidated damage.

(j) The attachment of documents in any format like PDF/ Word/ scanned will not be counted as web pages for the purpose of accounting the cost of total website pages.

(k) Vendor has to supply the software code in CDs/ data storage devices along with website development/ migration/ renovation & deployment. ICMR will be owner of software code of website (developed/renovated) and bidder will have no right on the developed code/ website

## 8. Criteria for Acceptance

The report on website completion shall be delivered to ICMR within 15 days of completion of website. As website will be deemed to have met all acceptance criteria when:

(a) Satisfactory completion certificate from the ICMR



(b) Security Audit certificate by CERT-in empaneled agency is submitted

(c) It is certified GIGW compliant and responsive by an independent organization/ certification tool

9. Warranty: The comprehensive warranty of the website shall be for a period of one year from the date of acceptance of the website by ICMR. The Warranty shall include on-site comprehensive free maintenance, updating website if required. The defects/bugs, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. Attending calls in case of any hacking, non-functional of website due to coding issues etc will be also be Governed by SLA

10. AMC: All the prospective bidders have to quote for AMC of website, for a period of one year after the completion of warranty period. Bidder has to quote AMC cost in percentage of the cost of items quoted and that percentage will be applicable to each subpart. It is however, clarified that AMC price of one year would be included for price comparison and in deciding L1 bidder. But the AMC prices will be valid for 4 years after warranty. A separate PO for AMC will be issued on year to year basis or for a period upto 4 years directly by ICMR, if required, after satisfactory warranty period.

11. Scope of AMC:

Maintenance, updating/ upgrading website as and when required. The defects/bugs, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. Attending calls in case of any hacking, non-functional of website due to coding issues etc will also be governed by SLA.

12. Liquidated Damages: If the supplier fails to deliver the website with respective compliance, testing and security audit within the period specified in the purchase order, ICMR shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the price of the delayed products/website for every week subjected to maximum of 10%. If the company failed to complete the work of project and declared defaulted if it delayed beyond 5 weeks, then PBG will also be forfeited and the firm / company shall be black listed for future business with ICMR or disqualified for the consideration of their bids in future.

13. Payment Terms:

Payment will be made after successful completion of the job.

14. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

15. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.

16. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.

17. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the

buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.

18. GST will be applicable as per the latest Gol notification.

## **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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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---**

