



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5369525
Dated/दिनांक : 19-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-10-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-10-2024 19:30:00
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
Item Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	62 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/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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

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).	26

(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)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

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 document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
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 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Financial Bid - [1725625525.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Menu Items:[1725625406.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
-----------------------	---------------

27-09-2024 15:00:00	<p>Meeting will be conduct through VC. Interested bidders may join the meeting through the following link:</p> <p>https://echo.zoom.us/j/82006008312</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at "cpcicmr@gmail.com" along with their queries, if any, on or before 26.09.2024, 03:00 PM.</p>
---------------------	---

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (400)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Diet	Vegetarian
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	5 days a week
Cooking Equipments	To be provided by Service Provider
Essential Crockery	To be provided by Service Provider
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	To be provided by Buyer
Smart Vending Machines	Not Required
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Canteen Start Time	08:00 AM
Canteen End Time	07:00 PM

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
1	Aneesh Vyas	110029,INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	400	<ul style="list-style-type: none">Total Canteen Space (In Sqft) : 877.69Monthly License Fee : 91406Duration in Months : 24Working Days in a Month : 26

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. Service & Support

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

3. Service & Support

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

4. 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.

5. 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.

6. 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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Personal Supervision

A competent and qualified person shall be appointed as Manager who shall remain in the ICMR Hqrs. campus to manage and supervise the catering services properly. Manager will look after all administrative issues with ICMR and also support staff like stewards, chief, miscellaneous staff, etc. (all to be incorporated in price and no separate price for manpower).

2. Standard of Catering

(a) A high standard of catering shall be maintained at all times with due regard to quantity, quality and purity of foodstuffs. High standard of cleanliness in preparation and handling of food items, cooked and cut food servings should be maintained. The workmen handling the cooking and cutting directly should maintain a high level of personal hygiene and cleanliness. Courtesy should be observed while servicing the guests, guest faculty, participants and staff members.

(b) The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by ICMR. The Service Provider shall be bound by the decision of ICMR.

(c) The Service Provider should ensure that the entire catering premises are kept hygienic and clean. A thorough master cleaning ought to take place every weekend for all equipments, fixtures, utensils by removing the grime, grease, stains, oil etc. wiped well by clean cloth and dried.

3. Complaints and improvements

The Service Provider shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the participants, guest faculty and staff either directly to him or through its Manager. A feedback register to be maintained and every month Canteen Committee will review the feedback.

4. Meeting and the day following the end of Meeting

On the day previous to the day of commencement of a Meeting and on the day following the last day of Meeting even though such days, fall within the period of the gap intervening between two Meetings, Service Provider shall at the prior instruction from ICMR, keep the canteen open and arrange for catering service to such of the participants as are expected to be present in the meeting on such days and for such items as partaken of by them. Charges shall be calculated at the rates specified for each of the item as per contract.

5. Gas charges, cooking equipment, essential crockery & cutlery are to be provided by service provider. Service provider shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order and condition. Electricity charges, water charges, Display Shelf, Canteen furniture are to be provided by ICMR. Service provider shall maintain inventory of the stock of the items given to him. An inventory statement giving clearly the breakup of the stock due to normal wear and tear and breakage/ missing, if any, should be submitted to ICMR by 10th of every month, which shall be checked by the authorized official of ICMR.

6. The Service Provider shall be responsible for all damages or losses of ICMR property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.

7. Ready to eat meals may be kept for sale as per MRP.

8. The Service Provider will deploy adequate manpower for work during late hours and on Saturdays/ Sundays, including other holidays, according to the requirement of ICMR.

9. The Service Provider shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity. If it is found that the conduct or performance of any person employed by the Service Provider is unsatisfactory, the Service Provider shall remove the concerned person and engage

ge a new person within 48 hours of intimation by ICMR. The decision of the ICMR in this regard shall be final and binding on the Service Provider.

10. Employment of child labour is strictly prohibited under the law. Therefore, the Service Provider shall not employ any child (less than 18 years).

11. ICMR reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm.

12. The Service Provider shall install its electronic fly - kill/ insect repellent equipment, emergency lighting / gas and fuel supply at its own cost;

13. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the ICMR campus, including Canteen. Any breach of such restrictions by the Canteen Firm will attract deterrent action against the Firm as per statutory norms.

14. The contract will initially be valid for 2 year to be extended further up to 6 months on same terms and conditions based on satisfactory performance. Contract can be foreclosed by giving one month advance notice at any point of time; as per requirement of ICMR.

15. The bidder should submit only one bid in the tender process. Bidder submitting more than one bid i.e. 2 bidders having controlling partners in common will result in the disqualification of all the concerned bids.

16. Bidder should not have been declared on court receivership/ liquidation/ blacklisted/ banned/ debarred by any Central/ State Govt Organization/ PSU. An affidavit on Rs. 100/- non judicial stamp paper (as per Annexure B of the Buyer Uploaded ATC document) notarized after the date of tender publication shall be furnished by the applicant. In case a bidder is put on holiday/ Black listed after opening of technical bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1). In such situation next lowest shall be considered as L1.

17. Services of the bidder shall be reviewed after a period of 01 year of the contract. Service will be continued for the next 01 year of the contract only in case of satisfactory performance of the bidder.

18. PAYMENT TERMS:

(a) The payment to the firm for canteen service for official meeting Breakfast/ Snacks/ Beverages/ Lunch/ High Tea/ Dinner would be paid on monthly basis on the basis of verification of bills and satisfactory performance of the firm during the respective meeting (b) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same. (c) Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

19. Medical fitness: The mess staff including cooks, serving member, and cleaners have to be medically reviewed. The fitness certificate should be obtained from a registered medical practitioner before employment of catering staff, failing which suitable action may be initiated. Every quarter, a health checks up to be done for all workforce appointed by the vendor and a register for the same is to be maintained. If any new employee joins from the vendor side, a valid health certificate is to be produced.

20. The workforce working in the canteen, must always wear a neat clean uniform, be properly groomed, have a proper hair cut, nails filed, disposal gloves, cap and a separate pair of slippers (for kitchen use only). The contractor/ agency is required to maintain highest level of cleanliness and personal hygiene.

21. The Agency shall abide by all laws of the land including Labour laws, Company Act, tax deduction liabilities (GST, Labour Cess etc), Welfare measures of its workers (EPF, ESI, EDLI, Bonus etc) and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Council in any way whatsoever.

22. GST will be applicable as per the latest Govt notification.

23. Catering services will also be required as and when the meeting/ workshop will be arranged outside the office premises.

24. The Service provider shall depute atleast 6 Service Boys, 2 Masalachi, 5 Chef and 1 Manager. Bidder has to submit an undertaking with technical bid for the following:

(a) Number of Manpower to be deployed in ICMR will not be less than 6 Service Boys, 2 Masalachi, 5 Chef and 1 Manager.

(b) Wages to be paid by the Service provider to the deployed manpower will not be less than Minimum wage of Govt. of NCT of Delhi. Revision in Basic and VDA notified by the Govt. of NCT of Delhi from time to time during the contract period shall apply to the manpower and same shall have to be borne by the Service Provider. The Service Provider shall be able to arrange for suitable medical insurance coverage policy if the wages cross more than ESI ceilings as per ESI Act.

25. Prospective bidders to please note carefully the schedule for Pre-Bid meeting since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Bidders are advised to ensure that their queries must reach by e-mail as specified in the tender at least 24 hours in advance for this purpose. Bidders may also note that after the pre-bid meeting, no further queries shall be entertained.

26. Any Addendum/ Corrigendum/ Bid End Date Extension in respect of the tender shall be issued on GeM portal and ICMR website only.

27. The sole jurisdiction over any matters arising in connection with any actions or proceedings arising out of or in relation to this tender and subsequent contract shall be with the Courts of New Delhi only.

28. Type of Meal is Breakfast, Lunch, Dinner, Snacks and Beverages (Coconut water, Butter milk).

29. Qualification Criteria (Mandatory)

(a) Bidders may note that following are submitted strictly as per the prescribed format uploaded in the Buyer Uploaded ATC documents:

- (i) Undertaking by the bidder(s)
- (ii) Proforma for declaration on court receivership/ liquidation/ blacklisted
- (iii) Bidder(s) profile
- (iv) Format of bid security declaration in lieu of EMD

(b) In addition to above, bidders are also required to submit the following documents:

- (i) PAN CARD
- (ii) GST Registration Certificate (GSTIN no.)
- (iii) EPF Registration Certificate clearly indicating PF code number
- (iv) ESI Certificate
- (v) Certificate of registration under Shop and Establishment Act issued by the competent authority, should be submitted as documentary evidence in support of the geographical presence of bidder in Delhi, NCR from minimum of past 03 years.
- (vi) For Minimum Average Annual Turnover of the bidder (For 3 Years): 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
- (vii) For Years of Past Experience required for same/similar service: Copies of relevant contracts/ orders for providing similar type of services to any Central/ State Govt/ Autonomous Organizations/ PSU with minimum 100 employees.

30. Bidder full filling the above mentioned qualification criteria will be further assessed and given marks on the following:

S No	Criteria	Score
	(Documentary evidence to be submitted for each criteria)	
(a)	Valid Certification	10
	FSSAI	05
	ISO 22000	05
	FSSAI and ISO 22000	10

(b)	Total years of experience (as on the date of publish of tender) in the field of providing similar type of services to any Central/ State Govt/ Autonomous Organizations/ PSU with minimum 100 employees	15
	3 - 5 years	05
	6 - 10 years	10
	More than 10 years	15
(c)	Performance certificates from Central/ State Govt/ Autonomous Organizations/ PSU for providing similar type of services	15 05 marks for each contract up to maximum of 3 contracts
(d)	Average annual turnover in previous three financial years	15
	Rs. 62 Lakh - Rs. 1.00 Cr	05
	Rs. 1.00 Cr - Rs. 1.50 Cr	10
	> Rs. 1.50 Cr	15
(e)	Total number of employees (verified by PF and ESI documents) engaged by the service provider	15
	Employees less than 10	10
	Employees equal or above 10	15
(f)	Presentation by the bidder (to be conducted through VC, schedule will be informed through email) Presentation will be evaluated by a committee constituted by ICMR Hqrs. Bidder should show in their presentation about grooming and personal hygiene of the catering staff, cleanliness and upkeep of the kitchen area, crowd management, complaint redressal system, etc.	20
(g)	Feedback provided by clients Committee may visit one or more current sites of the bidder at Central/ State Govt/ Autonomous/ PSU organization having minimum 100 employees to assess the quality of service OR Committee can telephonically contact those organizations for feedback. Bidder should provide name, address and contact details of current Central/ State Govt/ Autonomous/ PSU organization clients.	10

· Micro & Small Enterprises who are Service Provider of the Primary Service Category and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar and Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be given full score in the criteria of Total years of experience, Performance certificates and Average annual turnover.

· Bidders will be assigned a score out of a maximum of 100 Marks.

· Only the bidders, who score at least 75 out of 100 marks based on above criteria, will be eligible to qualify for the financial bid evaluation.

31. Monthly license fee is liable to change as per the latest GoI order.

32. Bidder must provide calculation sheet (financial bid) of menu wise item as per the prescribed format matching the total quoted cost. No extra taxes/ duties will be paid on quoted rates.

33. No minimum guarantee of business will be furnished to the Service Provider or towards consumption of food items.

34. Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Bid Details/ General T&C.

8. 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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition

specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---