



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4483884
Dated/दिनांक : 15-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-02-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-02-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (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	Nrc For Orchids
Total Quantity/कुल मात्रा	14
Item Category/मद केटगरी	Construction of Polyhouse under NEH Grants of ICAR-IIAB (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	35 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	35 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

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Past Performance/विगत प्रदर्शन	80 %
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	87000

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).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने 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). 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 for Orchids, Pakyong
Nrc For Orchids, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural
Research (ICAR), Ministry of Agriculture and Farmers Welfare
(Director-icar,nrc For Orchids, Pakyong)

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
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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 "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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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.
6. 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

7. 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.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

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

Construction of polyhouse - [1705312831.xlsx](#)

Construction Of Polyhouse Under NEH Grants Of ICAR-IIAB (14 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Arvind Chauhaan	737106,ICAR - National Research Center for orchids Pakyong Sikkim	14	30

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. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

PAKYONG, GEYZING DISTRICTS OF SIKKIM
PAKYONG, GEYZING DISTRICTS OF SIKKIM
PAKYONG, GEYZING DISTRICTS OF SIKKIM
PAKYONG, GEYZING DISTRICTS OF SIKKIM
PAKYONG, GEYZING DISTRICTS OF SIKKIM

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DIRECTOR-ICAR-NRCO,PAKYONG-737106
payable at
SBI,PAKYONG, SIKKIM

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tenderers are advised to inspect the site and its surroundings and satisfy themselves before submitting their tender as to the nature of the ground and sub-soil, the form and nature of the site, the means of access of the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and paints, workers, facilities for workers and all other services required for executing type of construction work and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and all the stores, tools and plant, etc., to be arranged by him abiding all the rules and regulations of the Government and local conditions and other factors having a bearing on the execution of the work.
3. The Director, ICAR-NRCO, Pakyong, Sikkim, does not bind himself to accept the lowest or any other tender and reserves right to reject any or all of the tenders received without assignment of any reason. All Tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
4. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
5. The successful tenderer have to complete the work as detailed in the schedule to Tender based on the work order.
6. The Institute will not be responsible for any loss or damage in transit. Insurance if any required has to be done by the contractor at his own cost.
7. Materials to be purchased and test for various items of works to be carried as per State Government

- t/ CPWD specifications or ISI standards.
8. Time of completion of work to be adhered to strictly. Specification and particulars of work order regarding construction work will be adhered strictly. No changes/ Extra work/ Un ordered construction work will be made by the party without prior approval of Director NRCO in writing. If made so, then no payment for such changes/ extra work will be made by NRCO and no such claim will be entertained in any circumstance.
 9. During the defects liability period/warranty period, the contractor shall replace/repair/modify as directed any or all defects/defective materials/workmanship at contractor's own risk and cost, to the entire satisfaction, within Ten days of issue of an written notification in this regard failing which the same shall be got done through any other agency and cost recovered from amounts due to the contractor/firm.
 10. The agency to whom work has been awarded will be the principal employer for the labour force. This Institute will have no liability in this regard. The agency will have to abide terms and conditions laid down by Central/ State Govt. in respect of various Labour Laws/ Acts/Rules like Minimum Wages, Provident Funds, ESI, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Tenderer, there will not be any liability on the NRCO.
 11. The labourers engaged should strictly follow the discipline and decorum of the Institute and he will be liable for any loss or damage caused by them to the Institute property. The Institute will not be held responsible for payment of any compensation to the labourer engaged by him for any sort of injury/ fatality etc. ICAR-NRCO will not be responsible for the security of materials/ implements of contractor.
 12. Implements/ materials required for the above work should be provided by the contractor. The firm has to make their own arrangements for accommodation/food for the labourers. Then contractor shall pay all compensations etc., including accident compensations due to their labourers. The Institute will not be responsible for any claim by the labourers engaged by the firm.
 - 13.

Attach copy of at least three work orders of similar nature of work (i.e construction of poly houses/greenhouses) awarded by other Government agencies. Bids not attached with executed work orders will be summarily rejected

Tenderers are advised to inspect the site and its surroundings and satisfy themselves before submitting their tender as to the nature of the ground and sub-soil, the form and nature of the site, the means of access of the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and paints, workers, facilities for workers and all other services required for executing type of construction work and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and all the stores, tools and plant, etc., to be arranged by him abiding all the rules and regulations of the Government and local conditions and other factors having a bearing on the execution of the work. This institute shall not be liable for security of construction materials on the site of construction. Interested bidders may visit this centre and accordingly the site visit shall be facilitated.

On site arrangement of water & electricity (*if required*) shall be made by successful bidder. No arrangement shall be made by this institute in this regard.

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or State Govt. is allowed to work as contractor for a period of two years after his retirement from Government Service, without the previous permission of the GOI in writing.

Sales tax, purchase tax, turnover or any other tax on material in respect of this contract shall be payable by the contractor and ICAR-NRCO, Pakyong, Sikkim will not entertain any claim whatsoever in respect of the same. Rate quoted should include all charges like delivery charge and miscellaneous expenses. No extra claim above rate quoted will be entertained in any case.

The successful tenderer have to complete the work as detailed in the schedule to Tender based on the work order.

The Institute will not be responsible for any loss or damage in transit or during construction. Insurance if any required has to be done by the contractor at his own cost.

Materials to be purchased and test for various items of works to be carried as per State Government/ CPWD specifications or ISI standards.

Time of completion of work to be adhered to strictly. Specification and particulars of work order regarding construction work will be adhered strictly. No changes/ Extra work/ Un ordered construction work will be made by the party without prior approval of Director NRCO in writing. If made so, then no payment for such changes/ extra work will be made by NRCO and no such claim will be entertained in any circumstance. If any variation in cost or extra demand arises from bidder over the contracted/ quoted rates, during the period of construction, then same shall not be entertained and contract agreement may be liable for cancellation and forfeiture of EMD and Performance Security.

During the defects liability period/warranty period, the contractor shall replace/repair/modify as directed any or all defects/defective materials/workmanship at contractor's own risk and cost, to the entire satisfaction, within Ten days of issue of an written notification in this regard failing which the same shall be got done through any other agency and cost recovered from amounts due to the contractor/firm.

The agency to whom work has been awarded will be the principal employer for the labour force. This Institute will have no liability in this regard. The agency will have to abide terms and conditions laid down by Central/ State Govt. in respect of various Labour Laws/ Acts/Rules like Minimum Wages, Provident Funds, ESI, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Tenderer, there will not be any liability on the NRCO.

The labourers engaged should strictly follow the discipline and decorum. The Contractor shall be responsible for any loss or damage caused by labors to the surrounding property on the site. The Contractor shall be responsible for any indiscipline/ dispute caused by the labors with surrounding localities on site. Institute shall not take any responsibility for labors engaged in any regard. The Institute will not be held responsible for payment of any compensation to the labourer engaged by him for any sort of injury/ fatality etc. ICAR-NRCO will not be responsible for the security of materials/ implements of contractor.

Implements/ materials required for the above work should be provided by the contractor. The firm has to make their own arrangements for accommodation/food for the labors. Then contractor shall pay all compensations etc., including accident compensations due to their labourers. The Institute will not be responsible for any claim by the labourers engaged by the firm.

The Bidders (Registered Firms/Contractors) should have filed IT Returns. Copies of the IT returns for the last three financial years should be enclosed along with the Tender (Technical Bid).

Inspection:

1. The Director, ICAR-NRCO, Pakyong shall be the final authority to reject full or any part of the construction which is not conforming to the specification and other terms and conditions.
2. No payment shall be made for rejected Stores/ construction. Rejected/ defected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

The ICAR-NRCO, Pakyong reserves the right to place an order for construction of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier. The defective construction will have to be replaced by the supplier within 10 days without additional freight / transport charge.

Order will be placed as per requirement; irrespective of contract agreement and contract agreement doesn't ensure any minimum value of work order.

Construction should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier. Part supply and partial execution of work order will not be admissible i.e no payment will be made against part work. This tender doesn't include supply and repair of any equipment.

14.

5. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

6. Purchase Preference (Centre)

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% 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 percentage of 60% of total value.

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 कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---