



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4976653
Dated/दिनांक : 04-06-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 27-06-2024 16:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 27-06-2024 16:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Earth Sciences |
| Department Name/विभाग का नाम | Department Of Earth Sciences |
| Organisation Name/संगठन का नाम | National Centre For Antarctic And Ocean Research (ncaor) |
| Office Name/कार्यालय का नाम | Goa |
| Item Category/मद केटेगरी | Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Snacks; Inside Building Premises (exclusive for employees/ patients/ in house personnel) |
| Contract Period/अनुबंध अवधि | 1 Year(s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Single Packet Bid |

Bid Details/बिड विवरण

| | |
|---|-----------------------------|
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 10 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 9200000 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 184000 |

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 EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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
National Centre for Polar and Ocean Research (NCPOR), Ministry of Earth Sciences Headland Sada, Vasco Da Gama Goa 403804
(Director Ncpor)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. 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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[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.
3. 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.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :Bid Form - [1716535763.xlsx](#)**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Distribution/ Serving Style:**[1716535714.pdf](#)**Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc):**[1716536144.pdf](#)**Canteen Staff:**[1716536316.pdf](#)**Menu Items:**[1716890424.pdf](#)**Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Snacks; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (250)****Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification | Values |
|---------------|--------|
|---------------|--------|

| Specification | Values |
|--|--|
| Core | |
| Type of Diet | Vegetarian , Non-Vegetarian |
| Type of Meal | Breakfast , Lunch , 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 Buyer |
| Essential Crockery | To be provided by Buyer |
| Canteen Staff | To be provided by Service Provider |
| Distribution/ Serving Style | From multiple points (To room to room) |
| Uniform for Canteen Staff | To be provided by Service Provider |
| Display Shelf | Not Required |
| Smart Vending Machines | Not Required |
| Addon(s)/एडऑन | |
| Additional Details/अतिरिक्त विवरण | |
| Canteen Start Time | 8.30 |
| Canteen End Time | 5.30 |

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 |
|----------------|---|-------------|---|--|
| | | | | |

| 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 | Ravinder Singh | 403804, Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama, | 250 | <ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 750 Monthly License Fee : 0 Duration in Months : 12 Working Days in a Month : 22 |

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

1. Forms of EMD and PBG

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

NCPOR
payable at
Vasco da Gama, Goa

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.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NCPOR
Account No.
10153336180
IFSC Code
SBIN004116
Bank Name

State Bank of India
Branch address

State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa - 403 802, India

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. 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

NCPOR
payable at
Vasco da Gama, Goa

. 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.

4. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NCPOR

Account No.

10153336180

IFSC Code

SBIN0004116

Bank Name

State Bank of India

Branch address

State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa - 403 802, India

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bid Specific Terms and Conditions

NCPOR campus comprises of an Administrative block, Laboratory blocks, Fellow Laboratory, Auditorium, Hostels with strength of 250 employees/staff. The canteen is located in the NCPOR campus which caters to the requirements of NCPOR employees and also staff of other service providers in the campus. The canteen serves tea, coffee, cold

drinks, snacks, high tea, lunch, breakfast, etc. in general and also in various official meetings, programmes, seminars and functions organized by the Institute from time to time. In addition to above, people visiting NCPOR campus in connection with various academic/research activities of the Institute also avails canteen facility. The canteen contractor should supply good and hygienic food and beverages for the NCPOR employees/staff and visitors at canteen and official meetings organized at the different meeting/conference rooms/seminar rooms at the NCPOR campus.

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.

Eligibility Criteria:

1. Bidder should have valid establishment/trade license for carrying out the business of catering/hotel/restaurant and meeting the minimum experience criteria mentioned in the bid. Any of the following documents are mandatorily required to be submitted along with the bid for consideration of experience and its relevancy:-

- a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
- b. Execution certificate by client with contract value.
- c. Any other document in support of contract execution like Third Party Inspection release note, etc.

Criteria for Evaluation of Bids

1. The Menu of items has been provided in the Bid document (under name 'Menu Cost') in MS Excel format) indicating the approximate requirement of each menu item. The bidder shall be required to provide the rate for each item in the 'Menu Cost' worksheet to be provided as the financial breakup of the bid.
2. The bidder shall ensure that the total price quoted by bidder and the total price auto-populated in the menu cost sheet filled and uploaded by them are same.
3. The overall L1 status will be determined by looking at the total price quoted by the bidder.
4. The individual price for each item quoted by the bidder in the menu cost sheet will be made part of the contract.

1. The contractor shall be responsible for engaging adequate number of trained manpower to provide good quality of canteen services in NCPOR Campus at his own cost. The below indicated minimum manpower should be deployed on each working day at the NCPOR canteen.

| Sl. No. | Personnel details to be deployed | Total Manpower |
|---------|---|----------------|
| 1 | Supervisor cum Cashier | 01 |
| 2 | Cook having experience of minimum 2 years of cooking of Indian/Chinese/Continental food in three Star or above hotel. | 01 |
| 3 | Assistant to cook (having experience of minimum 1 year) | 01 |
| 4 | Cleaning staff | 01 |
| 5 | Waiter cum Serving Assistant | 04 |

* The above staff requirement is bare minimum and the Contractor at his own cost, is free to deploy / engage any additional manpower to meet the service requirement at various points in the NCPOR campus.

2. The Contractor will, prior to the commencement of the operation of contract, make available to NCPOR the particulars of all the employees who will be deployed at the Institute's premises for running of the Canteen and any subsequent changes in the employee(s) shall be informed to the NCPOR at least one week in advance.
3. The Contractor shall indemnify and keep indemnified, defend and hold good NCPOR., its officers, Director, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the contractor or their service personnel on account of misconduct, omission and negligence by the contractor or his service personnel.
4. **A list showing the rates and prices chargeable shall be prominently displayed on the board provided in the canteen.** The canteen will be kept open from morning **8.30 am to 5.00pm and also as per the need of NCPOR authority.** The approved price list will be made a part of the work order and will be valid during the contract period. The contractor will supply only such items specifically approved by the Institute. However, more items can be included in the menu with prior approval of the Institute and as per the rates approved thereon.

5. In addition to the approved menu items, packaged food items like Ice-cream, cake, muffins, cashews, chips, sweets etc. from reputed brands can be offered for sale upon approval of the Institute.
6. The contractor will use only branded/FSSAI licensed raw material for preparation of food items.
7. The Institute will provide space for storing raw material, kitchen equipment as per list provided in **Annexure I** for cooking and preservation of perishable items, sitting and serving space etc. free of cost during the contract period. The Institute shall also provide tables and chairs in the serving area during the contract period.
8. The contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to the utilities by NCPOR.
9. Contractor should ensure that while carrying out the contract work, no fittings, fixtures, furnishings, equipment provided by the Institute are damaged. Any damages to the same or any other property will have to be repaired/ replaced by the Contractor at own cost, failing which the same will be done by NCPOR at the contractor's risk and cost. In this regard, the decision of the designated officer of NCPOR shall be final and binding on the Contractor.
10. All work shall be carried out with due regard to the convenience of NCPOR. The orders of the concerned authority shall be strictly observed.
11. The contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays (as per requirement), including other closed holidays to run canteen at NCPOR.
12. The contractor shall use/ install only commercial gas cylinders/ fuel supply at his own cost. Use of kerosene/ cooking heaters/chulahs the NCPOR canteen premises is strictly prohibited.
13. Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus including Canteen. Any breach of such restrictions by the Canteen contractor and his employees will attract deterrent action as per statutory norms.
14. No minimum guarantee will be furnished to the Contractor towards consumption of food items. The Contractor is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of NCPOR personnel/ students/ hoteliers to avail canteen services.
15. The contractor shall obtain all the necessary licenses from the competent authority as applicable such as FSSAI, etc.

PAYMENT TERMS

1. For supply of food items for employees at Canteen as per approved price list under the contract should be collected from the concerned individuals at NCPOR canteen counter.
2. Bills for supplies made against **requirement of the Institute** to be claimed from NCPOR by submitting the bill to the concerned Divisions

and payment against the same shall be made by NCPOR within 30 days from the date of submission of the bill.

3. GST/PAN (as applicable) should be of the billed entity. The payment will be made after deducting applicable TDS and made directly to the bank account provided by the contractor through NEFT/RTGS/PFMS.

TERMINATION OF CONTRACT

1. NCPOR reserves the right to terminate the canteen contract giving one month notice without giving any reason there off.
2. The contractor may withdraw the contract prematurely by giving minimum three months' notice, however, in such instance 100% of the security deposit will be forfeited.
3. On termination/expiry of the contract, the canteen contractor will hand over/return all the equipment/furniture/articles etc. supplied by NCPOR in good working condition to NCPOR failing which missing/non-working items have to be replaced.
4. Director, NCPOR reserves the right to accept or reject any of the tenders without assigning any reasons whatsoever.
5. In the event of any dispute in this regard the decision of the Director, NCPOR or any other officer appointed by him on his behalf from time to time shall be final and binding on the contractor. All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. State of Goa.
6. The Service provider should visit NCPOR Office every month and meet the Canteen Committee / Head Administration for review/validate on functioning of canteen service.

ANNEXURE-I

| CROCKERY ITEMS (IN STEEL) for regular usage | |
|--|---|
| Sr. No | Item Description |
| 1 | Rectangle Bhojan Tat S.S (Plates for meals) |
| 2 | S.S. Plate 9" S.S (Quarter Plates) Brand : KU-KU |
| 3 | Kishco Spoon (Table Spoons) |
| 4 | S.S.Water Glasses |
| 5 | Serving Spoon -Oval Spoon |
| 6 | Serving Spoon -Dal Spoon |
| 7 | Pan Spoon S.S (Rice Spoon) Brand: Saurabh |
| 8 | Serving Spoon -Vakaria Spoon |
| 9 | Tea Strainer R-6 S.S (Small) Brand: Regan |
| 10 | Tea Strainer (Big) |
| 11 | Water Jug (medium size) |
| 12 | Tea Kettle (for 50 cups) |
| <u>COOKING ITEMS IN STEEL</u> | |
| 13 | Prestige cooker 5 ltrs. |
| 14 | Aluminium Round idli Cooker (Idli Maker) (approx. 40 idli) (52 idlis) |
| 15 | S.S. Copper Bottom Sauce Pan (Tea Pan Big Size) |
| 16 | S.S. Copper Bottom Sauce Pan (Tea Pan Small Size) |
| 17 | Cooking vessels (Bhagona) with lid |
| 18 | Tava small plate |
| 19 | P.M. Laddle S S (Tadka pan (aluminium) |
| 20 | Aluminium Tope with lid No. 29 (Aluminium Bhagona with lid) |
| 21 | Aluminium Tope with lid No.31 (AluminiumBhagona with lid) |
| 22 | Aluminium Tope with lid No. 35 (AluminiumBhagona with lid) |
| 23 | Aluminium Tope with lid No.33 (AluminiumBhagona with lid) |
| 24 | P.M. Palta S.S (Small PaltaChamcha) |
| 25 | Iron Kadhai (different sizes 1 small & 1 big) |
| <u>CROCKERY ITEMS FOR OFFICIAL LUNCH</u> | |
| 26 | Water Glasses (LG-33 Glass) |
| 27 | Desert Spoon S.S (Table Spoons) Brand Classic |
| 28 | Tea Spoon S.S (Brand Classic) |

| | |
|----|---|
| 29 | S.S. Watti (Bowls (Katory) |
| 30 | S.S.Watti (Bowls for curds) |
| 31 | Aluminium Tray (Serving Tray) Brand: LOROS |
| 32 | Melamine Tray (Serving Tray)Brand: Peacock |
| 33 | Milton Casserole 3000ML |
| 34 | Milton Casserole 4000ML |

| | |
|----|---------------------------|
| 35 | Glass Water Jug |
| 36 | Dinner Plate |
| 37 | Tray (Medium) |
| 38 | Cups and Saucers |
| 39 | Table Spoons |
| 40 | Benmarray |
| 41 | Bowls (Tata) for Desserts |
| 42 | SS. Tea Spoons |
| 43 | Drinking Glasses |
| 44 | SS Vatti (Small) |
| 45 | SS Vatti (Big) |

OTHER ITEMS

| | |
|----|---|
| 46 | Plastic container 7 kg @ (Plastic Containers Big) |
| 47 | Plastic container 10 kg @ (Plastic Container Big) |
| 48 | Plastic container 3 kg @(Plastic Containers Small) |
| 49 | Eagle Flask 1.2 ltr |
| 50 | Eagle Flask 1.6 ltr |
| 51 | Tramontina Knife (Small Size) |
| 52 | Cutting Board 12 x 18 x 1 |
| 53 | Floor Duster (Duster Cloth) |
| 54 | Carting Scissors (Big Size) Brand: Cartini |
| 55 | Dust Pan |
| 56 | Hot Vessel Stand (Ban Marriey) |
| 57 | High Pressure (Bhatti 3 burners) |
| 58 | Salt and Pepper Stand |
| 59 | Buckets with Mugs |
| 60 | Coconut Grater |
| 61 | Dustbin with cover |
| 62 | Tava |
| 63 | Vessel Washing Stand |

FURNITURE ITEMS

| | |
|----|--------|
| 64 | Table |
| 65 | Chairs |

ELECTRICAL ITEMS

| | |
|----|---|
| 66 | Microwave Oven 20 Ltrs Brand: Videocon Solo |
| 67 | Water Geyser 25 LtrsBrand : V Guard |
| 68 | Mosquito Fly Attractor 2 ft. x 2 tube light |

| | |
|----|--|
| 69 | Exhaust Fans (Kitchen) |
| 70 | Brand/Make: Orient Spring Air 12” |
| 71 | Water Cooler 40 Ltrs Brand/ Make: Voltas 40/40 FSS |

| | |
|----|--|
| 72 | Purifier Cooler with purifier Three stage |
| 73 | Brand/Make: Forbes water purifier with water level sensors |
| 74 | Grinder |
| 75 | Wall Mounted Fans, Brand : Bajaj 16 |
| 76 | Emergency Light |
| 77 | Air Conditioner |

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---