



बिड संख्या/Bid Number[:] GEM/2025/B/6390110 दिनांक /Dated: 27-06-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-07-2025 12:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-07-2025 12:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days) Ministry Of Health And Family Welfare	
मंत्रालय/राज्य का नाम/Ministry/State Name		
विभाग का नाम/Department Name	Department Of Health Research	
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)	
कार्यालय का नाम/Office Name	Icmr National Aids Research Institute	
कुल मात्रा/Total Quantity	1200	
वस्तु श्रेणी /Item Category	STI DETECTION ESSENTIAL ASSAY KIT STI DETECTION ESSENTIAL ASSAY KIT Mutation Detection Kit, personal safety kit reflective luminous garments, Water poison detection kit, Explosive Detection and Identification kit, Dengue Rapid Test Kits, Line Probe Assay Kit for Second Line Drugs under NTEP, Immunoassay Analyzer Reagents, Line Probe Assay DNA Extraction Kit under NTEP, HIV Rapid Test Kits, Line Probe Assay Kit for First Line Drugs under NTEP	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	 Biochemistry Reagent Kits OVE Kit Rheumatoid Factor Test Kit - RA Test Kit (V2) 	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	8 Lakh (s)	
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	16 Lakh (s)	
उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete	

बिड विवरण/Bid Details		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, 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	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
विगत प्रदर्शन /Past Performance	50 %	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Νο	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Νο	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	81000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DIRECTOR ICMR-NITVAR ICMR National AIDS Research Institute, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare (Dr Sheela Godbole)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Clause 4A of the order No.P-45021/2/2017-PP(BE-II)- Part(4) Vol.II, dated 19-07-2024	
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	DIRECTOR ICMR NITVAR	
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	ICMR NITVAR	
सीए अनुमोदन संख्या/CA Approval Number	213931	
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	09-01-2025	
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	EXEMPTION GRANTED IN ACCORDANDE WITH THE Clause 4A of the order No.P-45021/2/2017-PP(BE-II)- Part(4) Vol.II, dated 19-07-2024	

Competent Authority Approval for not opting Make In India Preference : <u>View Document</u>

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from the supporting documents to prove his eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. 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.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.

7. 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.

8. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. 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. 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.

STI DETECTION ESSENTIAL ASSAY KIT (1200 Test)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer	Download	
Specification Document		

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Jayashree Vilas Gadre	411026,Plot 73, G Block, MIDC, Bhosari, Pune 411026.	1200	15

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of **12 No s of ALLPLEX II STI ESSENTIAL KIT (PACK SIZE - 100 reactions/kit)** is being invited by the Director Indian Council of Medical Research - National Ins titute of Translational Virology and AIDS Research, **Pune** to be supplied **at** IC MR-NITVAR, Pune on the **PAC basis**.

The bidder must comply to all the Technical Specification of the ALLPLEX II STI ESSEN TIAL KIT (PACK SIZE - 100 reactions/kit) as detailed in the document attached in the Buyer Added ATC Document section of this GeM Bid.

2. Interested bidders are required to sign "Bid Security Declaration" ac cepting that if they withdraw or modify their Bids during the period of validit y, or if they are awarded the contract and they fail to sign the contract, or to s ubmit a performance security before the deadline defined in the request forb ids document, they will be suspended for the period of 1 year from being eligi ble to submit Bids for contracts with the entity that invited the Bids.

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

4. One Bid per Bidder: A firm shall submit only one bid either individually or a

s 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.

5. ICMR-NITVAR, Pune reserves the right to cancel the bid in **part** or full wit hout assigning any reason and liability on the buyer. On such cancellation th e decision of **the Director,** ICMR-NITVAR, Pune will **be** binding and final on the subject.

6. **Inspections** and Tests: ICMR-NITVAR, Pune or **its representative** shall h ave the right to inspect and/or **to test** the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independen t quality test conducted and the cost of such **tests will** be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR -NITVAR, Pune and **they** will issue an acceptance certificate.

7. Packing: (a) The Supplier shall provide such packing of the Goods as is req uired to prevent their damage or deterioration during transit to their **final** des tination, as indicated in the Contract. The packing shall be sufficient to withst and, without limitation, rough handling during transit and exposure to extrem e temperat**ures, salt, and** precipitation during **transit and** open storage. **P acking case** size and weights **shall** take into consideration, where appropria te, the remoteness of the Goods, **final destination** and the absence **of hea vy** handling facilities at all points in transit

(b) The packing, marking, and documentation within and outside the package s shall comply strictly with such special requirements as shall be expressly pr ovided for in the Contract, including additional requirements strictly as per Te chnical Specifications, and in any subsequent instructions ordered by the Pro curement agency.

(c) Packing and **Marking** shall be strictly as per **Technical** Specifications and will be inspected in terms of provisions of specifications before clearing for **di spatch.**

8. Payment: 100% payment shall be made **after** receipt of complete goods/E quipment in good **condition**, acceptance and successful installation of goods /Equipment and subject to submission of Performance Bank **Guarantee**. This payment is subject to recoveries, if any, **either** on account of **statutory** ded uction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ def iciencies not attended by the Supplier or **oth**erwise. The firm is required to su bmit the following documents to ICMR-NITVAR, Pune for payment:

- (a) Copy of Purchase Order;
- (b) Copy of Extension Order (if any);

© Invoice in original showing contract number, goods description,

quantity, unit price and total amount;

(d) Installation Report in original duly signed and sealed by the author ized officer of the consignee;

(e) Acknowledgement of Receipt of Goods issued by the consignee Ins titute/ Center;

(f) Performance Bank Guarantee

9. Settlement of Disputes:

(a) If any dispute or difference of any kind whatsoever shall arise betwee n the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve such di spute or difference by mutual consultation.

(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intent ion to commence arbitration, as hereinafter provided, as to the matter i n dispute, and no arbitration in respect of this matter may be commence ed unless such notice is given.

(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause sh all be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a do mestic Supplier relating to any matter arising out of or connected with t he contract, such dispute or difference shall be referred to the sole arbit rator appointed by the Director, ICMR-NITVAR, Pune.

(d) Arbitration proceedings shall be conducted in accordance with the r ules of procedure which are as follows;

(i) The venue of Arbitration shall be the place from where the contract i s issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(ii) The decision of the majority of arbitrators shall be final and binding upon parties.

(iii) Settlement of disputes through pre-institution mediation and settle ment in accordance with the commercial courts, commercial division an d commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

(e) Settlement of Disputes: Notwithstanding any reference to arbitration

herein, a. the parties shall continue to perform their respective obligatio ns under the Contract unless they otherwise agree; and The Procureme nt agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) - *IC MR-NITVAR, Pune*, **Pune**

11. Insurance: Unless otherwise instructed, the supplier shall make arra ngements for insuring the goods against loss or damage incidental to m anufacture or acquisition, transportation, storage and delivery in the foll owing manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good conditi on at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplie r and should be valid till 3 months after the rece ipt of goods by the Consignee.

(b) If the Equipment is not commissioned and handed over to the consi gnee within 3 months, the insurance will be got extended by the supplie r at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the inst allation and commissioning is due to handing over of the site to the sup plier by the consignee, such extensions of the insurance will still b e don e by the supplier, but the insurance extension charges at actual will be r eimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of *ICMR-NITVAR, Pune*, coveri ng all risks basis for the goods from supplier/ manufacturer warehouse t o consignee warehouse.

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

14. Delivery of Equipment means Supply, Installation, Testing and Commi ssioning of Equipment.

15. Following categories of Sellers are exempted from Years of Experience and Turnover:

(a) Micro and Small Enterprises who are manufacturer of the Primary Pr oduct Category and give specific confirmation to this effect at the time o f bid submission and whose credentials are validated online through Ud yam Registration/ Udyog Aadhaar (as validated by Government from tim e to time) and through uploaded supporting documents.

(b) Start-ups as recognized by Department of Industrial Policy and Promo

tion (DIPP).

16. The manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/ dealership, by so declaring in t he bid documents clearly. In cases where the manufacturer has submitt ed the bid, the bids of its authorized dealer will not be considered. In cas es of agents quoting in offshore procurements, on behalf of their princip al manufacturers, one agent cannot represent two manufacturers or qu ote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

18. It is for general information of Aspirant Manufacturer/ Dealer/ Distrib utor to submit their representation , if any, on proprietorship of this goo ds in terms of Rule 166 (i) of GFR, 2017. In case, the product of any of h er Manufacturer! Authorized Distributor/ Dealer conforms to the enclose d specifications, they may submit their proposal for the supply of same equipment along with the following:- (a) Brochure (b) Point-by-point com pliance of the enclosed specifications, along with all relevant documenta ry evidence. The representation should be sent to The Director ICMR-NI TVAR, Pune on nariadmin1@nariindia.org.in so as to reach on or before 15.07.2025 up to 05:00 PM, failing which it will be presumed that no an y other bidder is interested to offer comments/ objection and case will b e decided accordingly on its merit.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

अस्वीकरण/Disclaimer

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 <u>attached categories</u>, 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

---धन्यवाद/Thank You---