Bid Number: GEM/2026/B/7968383
Dated: 09-10-2026

Bid Corrigendum

GEM/2026/B/7968383-C3

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. 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 for 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.
5. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
6. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
7. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
8. 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, ICMR-NIPCR
   payable at
   Hyderabad
   . 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.
9. 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, ICMR-NIPCR, Hyderabad
   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.

10. Buyer Added text based ATC clauses

Buyer added Specific Additional Terms and Conditions (ATC)

1) Tender Inviting Authority: This tender enquiry for procurement of 01 unit of **IVC Housing System-Guinea Pigs** is being invited by the Director, ICMR-NIPCR, Hyderabad to be supplied at the Institute. The bidders are requested to submit the most competitive quotation for the bid via GeM portal as per the specifications / requirements and Buyer's added terms & conditions (ATC) mentioned in the bid document, as follows. The bid documents must contain following duly signed documents on bidder's letterhead.

Format 1 – Technical Specification Compliance Certificate

Format 2 – Format Of Bid Security Declaration From Bidders In Lieu Of EMD

Format 3 – Manufacturer's Authorization Certificate

Format 4 – Local service centre office of OEM & Escalation matrix

Format 5 – Experience & Past Performance Certificate

Format 6 – Bidder Legal & Financial standing Certificate

Format 7 – Site visit certificate

Format 8 – Letter for Letter of Undertaking-Acceptance of terms and Conditions

Format 9 – Format Of Make-In-India Declaration Certificate

Format 10- Format Under GFR 144 Land Border Clause

2) ICMR- NIPCR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the Director, ICMR- NIPCR will be binding and final on the subject.

3) The bidder must upload the duly signed Technical Specification Compliance Certificate in provide format on the bidder's letterhead. (Format 1 - Technical Specification Compliance Certificate).

4) Bidders needs to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a perform

ance security before the deadline defined in the request for bids/request for proposals document , they will be suspended for the period of 1 year for bid s/request for proposals document from being eligible to submit Bids/Propos als for contracts with ICMR-NIPCR. . (Format 2 – Format Of Bid Security Decl aration From Bidders In Lieu Of EMD).

5) Eligibility: The Bidder must be a Manufacturer or its authorized Agent .The bidder must upload the tender specific authorization certificate (containing the GeM bid No.) issued by the respective original equipment manufacturer, OEM. The manufacturer s authorisation must be insisted upon on a tender s pecific basis, not general authorisation/ dealership, by so declaring in the bi d documents clearly. In cases where the manufacturer has submitted the bi d, the bids of its authorized dealer will not be considered. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers , one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one a gent/dealer. (Format 3 – Manufacturer’s Authorization Certificate).

6) Inspections and Tests: ICMR-NIPCR or its representative shall have the right t o inspect and/or to test the Goods to confirm their conformity to the Contra ct specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. In spection of goods shall be carried out by representative of ICMR-NIPCR and they will issue an acceptance certificate.

7) Packing:

(a) The Supplier shall provide such packing of the Goods as is required to preve nt their damage or deterioration during transit to their final destination, as i ndicated in the Contract. The packing shall be sufficient to withstand, witho ut limitation, rough handling during transit and exposure to extreme temper atures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remot eness of the Goods, final destination and the absence of heavy handling faci lities at all points in transit

(b) The packing, marking, and documentation within and outside t he packages shall comply strictly with such special requirements as shall be expressly pr ovided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement 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 dispatch.

8) Payment: 100% payment shall be made after receipt of complete goods/Equipment 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 deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR-NIPCR, Hyderabad for payment:

(a) Copy of Purchase Order;

(b) Copy of Extension Order (if any);

(c) 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 authorized officer of the consignee;

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

(f) Performance Bank Guarantee

9) Settlement of Disputes:

a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute 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 intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is giv

en.

c) Any dispute or difference in respect of which a notice of intention to commen ce arbitration has been given in accordance with this Clause shall 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 differen ce arising between the Purchaser/Consignee and a domestic Supplier relatin g to any matter arising out of or connected with the contract, such dispute o r difference shall be referred to the sole arbitrator appointed by Director, IC MR-NIPCR.

d) Arbitration proceedings shall be conducted in accordance with the rules of pr ocedure which are as follows.

i. The venue of Arbitration shall be the place from where the contract is issue d and the language of the arbitration proceedings and that of all councils an d communications between the parties shall be English.

ii. The decision of the majority of arbitrators shall be final and binding upon p arties.

iii. Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commerci al 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 obligations under th e Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.

10) Consignee details (Place of Delivery, Installation, Commissioning) ICMR-N ational Institute for Pre-clinical Research, Hyderabad

11) Insurance: Unless otherwise instructed, the supplier shall make arrangeme nts for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be resp

onsible till the entire stores contracted for arrival in good condition a destin ation. The transit risk in this respect shall be covered by the Supplier by get ting the stores duly insured. The insurance cover shall be obtained by the S upplier and should be valid till 3 months after the receipt of goods by the Co nsignee.

(b) If the Equipment is not commissioned and handed over to the consignee wit hin 3 months, the insurance will be got extended by the supplier at their cos t till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commis sioning is due to handing over of the site to the supplier by the consignee, s uch extensions of the insurance will still be done by the supplier, but the ins urance extension charges at actual will be reimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, cov ering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.

12) If the supplier fails to deliver any or all of the goods or fails to perform the s ervices within the time frame(s) incorporated in the contract, the purchaser/ consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price , as liquidity damages, calculated individually on each delayed performance of the contract including delivery,installation, non-submission of documents , etc. a sum equivalent to 0.5% per week of delay or part thereof until actua l delivery or performance subject to a maximum of 10% of the contract pric e. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

13) GST will be applicable as per the latest GoI notification.

14) Delivery of Equipment means Supply, Installation, Testing and Commissioni ng 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 Product C ategory and give specific confirmation to this effect at the time of bid submi

ssion and whose credentials are validated online through Udyam Registratio n/ Udyog Aadhaar (as validated by Government from time to time) and thro ugh uploaded supporting documents.

(b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

16) Offered product OEM must have Local service office and service support & detail to be filled in the provided format. (Format 4 – Local service centre of fice of OEM & Escalation matrix).

17) The Detailed original literature/broacher of quoted Model must be submitt ed, along with the technical bid and it must be available on public domain.

18) Bidder or its OEM {themselves or through reseller(s)} will submit relevant purchase orders of such purchase for three years has to be submitted with r espect to the experience criteria. The Satisfactory performance certificates i ssued by the respective buyer organization (only for the above purchase or ders of PSU & Government organization which are being submitted in the bi d) should be uploaded with the bid. (Format 5 – Experience & Past Performa nce Certificate).

19) Past Project Experience: For fulfilling the experience criteria, any one of th e following documents may be considered as valid proof for meeting the ex perience criteria

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any documents in support of order execution like Third Party Inspection release note, etc.

d. The Satisfactory Performance Certificates issued by the respective buyer organization (only for the above Purchase orders which are being submitted in the bid) should be uploaded with the bid.

20) Seller can deposit the penalty with to Buyer directly, else the buyer shall h ave a right to recover all such penalty amount from the Performance Securi ty (PBG). Cumulative penalty cannot exceed more than 10% of the total con tract value after which the Buyer shall have the right to get the service / rec tification done from alternate sources at the risk and cost of the Seller besid es forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

a) Time Limit for Service/Rectification of defects shall be of 07 days from d ay of intimation.

b) Penalty shall be per week of delay as 0.5% of unit price of product.

21) The tenderer must indicate the make, model and detailed specification of quoted equipment, failing which the tender will not be considered.

22) The jurisdiction for settlement of any legal dispute shall be referred to the District Court, Hyderabad and the decision of the court will be final.

23) Loading and unloading at Institute (location as mentioned in the bid) shall be under the scope of the supplier/bidder.

24) The price and amount quoted by the Bidding party shall include for all cos t including labour, Material, Transport charges or any other expenses to fulfi l the obligations towards, Custom duty, Octroi, Excise duty, Income Tax, Sal e Tax, Turn over Tax, Service Tax, Professional Tax, or any other duties, levi es, taxes or charges whatsoever to the state or central department or to the local bodies on the components or the completed works or the defect liabilit y of the work and for satisfactory performance of the Bidding party obligatio ns under this contract.

25) The bidder must upload submit the self-declaration undertaking for Not Bl acklisted & Not Banned since last 10 years by any Central / State Governme nt Organization / PSU / Public Listed Company. The bidder/manufacturer an d/or service provider firm should not have been declared Bankrupt by any st atutory body. The bidders who have been suspended/ blacklisted/banned b y Central Government Institution, State Government Institution, PSU etc sha ll be ineligible for participation in the bidding process. In this context, a decl aration must be furnished by service provider’s firm that there is no complai nt/vigilance inquiry against them in any Government Department/PSU and t hey have not been black listed or debarred by any Government Department /PSU. (Format 6 – Bidder Legal & Financial standing Certificate).

26) Generic

a. The Seller shall not assign the contract in whole or part without obtaining th e prior written consent of buyer.

b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with th e assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

27) Source of supply: It shall be responsibility of seller to provide Documents r egarding source of equipment such as copy of Proforma invoice or any other documents to establish that the products supplied are manufactured by OE M indicated and sourced from them.

28) Payment will be released only after satisfactory delivery, acceptance and i nstallation of goods at consignee location. Warranty period shall be counted after the date of installation.

29) Spare Parts / consumables: Seller shall provide materials, information etc. pertaining to spare parts /consumables manufactured and supplied by the OEM. It shall be ensured that the required spares/consumables are available for purchase from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice shoul d be given to the buyer/consignee before such discontinuation to provide ad equate time to purchase the required spare parts etc. Further, OEM and their service centers/dealers shall carry sufficient inventories to assure ex-st ock supply of consumables and spares for the equipment so that the same are available.

30) The OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and c onsumables of its machines/equipment supplied.

31) Installation, Training, Manuals: The seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods during the time of installation.

32) Electrical safety checking: Sellers are required to make sure that they fur nish the list of equipment for carrying out routine and preventive maintenan ce to buyer/consignee. They should make sure to periodically check the ele ctrical safety aspects as per BIS (Bureau of Indian Standards) Safety Standa rds or equivalent. In case they do not have required equipment for such testing should ensure that the equipment checked for electrical safety com pliance through labs with facilities for such checking during every preventiv e maintenance call. (Format 7 – Site visit certificate).

33) Software: All the software supplied should have a license version and its u pdates / version upgradation should be provided free of cost during warrant y period.

34) The ATC in Letterhead must be submitted that all the terms and condition s of bid ATC are accepted. (Format 8 - Letter of undertaking-Acceptance of t erms and Conditions).

35) Declaration to be given with regard to local content percentage whether b elonging to Class-I / Class-II or Non-local supplier respectively in compliance to the Public Procurement (Preference to Make-in-India) Order 2017 issued by Department of Promotion of Industry and Internal Trade (Public Procure ment Section), Ministry of Commerce and Industry, Government of India, da ted 16.06.2020, 04.03.2021 & 19.07.2024, 08-07-2025 (as amended). (For mat 9 -Format Of Make-In-India Declaration Certificate)

36) Bidder is requested to give undertaking Certificate regarding land border " I/ We have read the clause issued by Government of India regarding restricti ons on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. (Forma t 10 - Format Under GFR 144 Land Border Clause).

37) Bidder must provide self-declaration for authorised signatory letter for all submitted documents.

38) Conditional bid shall not be considered and will be summarily rejected.

39) No deviation certificate with data sheet of items.

40) If any of above certificates/ details not given by the Bidder, will be disqualified from the bid.

41) Bidder will be rejected due to reasons mentioned below.

1. Non submission of required Documents.

2. Conditional and / Or vague offers.

3. Unsatisfactory past performance of the bidder.

4. Submission misleading / Contradictory / False statement/information and fabricated / invalid documents.

5. Bid document not uploaded properly.

6. Non submission of Manufacturer authorised letter.

7. Other than these terms and conditions, bidder will be rejected if not submitting any document which is mentioned in the Bid document.

42) **Specifications for IVC Housing System -Guinea Pigs**

I. Individually Ventilated Animal Caging system (IVC System) consist of

a) Standalone type Ventilator (Air Handling Unit) – 3 Nos

b) Cage Rack with air distribution system (ducting system) – 6 Nos.

c) Animal Cage assembly with water bottle (CageTray , Top , Grill, Water bottle) suitable for Guinea Pig IVC system – 240 Nos of cage.

A brief description / specifications for above equipment are provided below.

A. Standalone type Ventilator (Air Handling Unit).)

Standalone type IVC Ventilator unit shall be in 304 grade stainless steel construction. Unit shall consist of two separate modules for supply of clean air to animal cages and to evacuate contaminated air from the cages. Both the modules will individually consist of following;

1. Suitable design silent operation blower to handle supply air / exhaust air.

2. Prefilter & Hepa filter, grade H4 & H14 of suitable size
3. Supply / Exhaust air fan with speed regulator
4. Necessary electricals & controls to monitor various parameters such as Air Changes per hour, average cage temperature and humidity, working pressure mode.
5. Programmable Logical Controller with TFT LCD, Touch screen type color Display to set and monitoring of above referred parameters as required. The controller should be capable for necessary logging of basic parameter data up to the period of 1 year.
6. Run our counter with change filter notifications.
7. Necessary audio visual alarm system (Local) to indicate the failure of maintenance of any of the parameters mentioned above.
8. Housing & structure in SS 304 construction
9. Caster wheels in special grade nylon construction with SS housing, 2 Nos. free moving & 2 Nos. with pad lock
10. An AHU should be suitable for connecting 2 Nos. of single sided racks.
11. Arrangement to adjust fan speed automatically as per the set value.
12. Ventilator shall operate on 220 V, 50 Hz, single phase AC power supply.

B. Cage Rack with air distribution system

Single sided Cage Rack suitable to mount cages from one side shall be in SS 304 construction and shall be suitable to house 20 Nos. Guinea Pig cages selected for the system:

The cage rack shall comprise of following;

1. Frame structure with air distribution ducts, supply & exhaust air headers in SS 304 construction.
2. Duct couplers, endcaps, supply air nozzles & exhaust air nozzles in special grade rubber construction suitable for autoclaving.
3. Cage runners in special grade nylon construction suitable to withstand autoclave conditions.
4. Suitable design castor wheels with SS 304 casing and special grade nylon wheels (2 nos. free moving & 2 Nos. with padlock arrangement).
5. Wire reinforced hosepipes suitable to connect supply and exhaust air headers with ventilator.

C. Animal Cage assembly with water bottle suitable for Guinea Pig IVC system

IVC cage assembly shall consist of following;

1. Cage bottom in polysulfone construction having floor area must be 1300 sq.cm to 1400 sq.cm . and cage effective height must be 20 to 23 cm. The cage bottom will have suitable arrangement to properly house i

n cage rack at required position.

2. Cage lid in polysulfone construction with supply air and exhaust airpo rts & water bottle port with self-closing isolators, hepa grade breather filter with filter retainer ring & cage lid clamps
3. Water bottle in Polysulfone construction with special grade rubber ga sket and bottle cap with nozzle in SS construction.
4. Cage grill in SS 304 construction with nylon gasket.
5. Cage card holder with hanger clip.

The system should be supplied with necessary accessories such as flexible duct s to connect cage rack with AHU

The system should be supplied with a 3 years comprehensive warranty and 2 years AMC

Click the link below for Annexures / Format.

Corrigendum-1

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S.No	Point. No	Technical Specifications published in the bid (S.No 42 of Buyer added Bid Specific ATC)	May be read as
1	C.3	Water bottle in polysulfone construction with special grade rubber gasket and bottle cap with nozzle in SS construction	Require 450 to 600ml capacity of water bottle in polysulfone construction with special grade rubber gasket and bottle cap with nozzle in SS construction
2	C.4	Cage grill in SS 304 construction with nylon gasket	Cage grill in SS 304 construction and cage top having nylon/silicone gasket

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11. Buyer uploaded ATC document Click here to view the file.

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions