

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Biotechnology (dbt)
संगठन का नाम/Organisation Name	National Institute Of Animal Biotechnology (niab)
कार्यालय का नाम/Office Name	Main Office Telangan State South
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod.niab.ap@gembuyer.in Buyer Email id: buycon2.niab.ts@gembuyer.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Whole Genome sequencing of Buffalo samples as per technical specification/scope of supply mentioned in this BID
समान श्रेणी/Similar Category	- Data Analytics Service (Version 2) - Nucleic Acid Sequencing and Genotyping Service
अनुबंध अवधि /Contract Period	6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	13 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2560000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12
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(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

MANAGER (STORES&PURCHASE)

Main Office Telangan State South, Department of Biotechnology (DBT), National Institute of Animal Biotechnology (NIAB), Ministry of Science and Technology
(Santosh Namdeo)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

सक्षम प्राधिकारी का नाम/Name of Competent Authority	As per competent authority approval uploaded
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	As per competent authority approval uploaded
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	As per competent authority approval uploaded
सीए अनुमोदन संख्या/CA Approval Number	As per competent authority approval uploaded
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	08-07-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No.P-45021/2/2017-PP (BE-II) - Part (4) Vol-II dated. 8-7-2025

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. 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.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1785306838.pdf](#)

Payment Terms:[1785306844.pdf](#)

GEM Availability Report (GAR):[1785306852.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1785306866.pdf](#)

Custom Bid For Services - Whole Genome Sequencing Of Buffalo Samples As Per Technical Specification/scope Of Supply Mentioned In This BID (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Whole Genome sequencing of Buffalo samples as per technical specification/scope of supply mentioned in this BID
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Santosh Namdeo	500032,National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy,Extended Q City Road, Gachibowli, Hyderabad, Telangana, India PIN: 500 032	Project / Lumpsum Based	N/A

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

- A. Bidder must offer a product with equivalent/better specification than actual specification required as per given specification. Bidders must submit a complete Technical Brochure of product offered. On-Submission of the Technical Brochure & specification mismatch/deviation in offered product will result in rejection of your Bid. Please submit all supporting documents showing bid technical compliance. Please Check Bid ATC to understand all requirements as per this Bid. Bidder to check BID-ATC & quote product equivalent/better specification in compliance with actual specification with all other requirements mentioned in this Bid ATC failing which your bid will be rejected. (Please check Buyer Added Bid Specific Additional Terms and Conditions of this Bid document for further information)
- B. 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 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.
- C. Bidder must upload the document of Total Scope of supply (without Price) Item wise list with Cat Number, Item Name, A/U, Qty etc (Quotation/Technical Bid/BOQ but without mentioning price) giving details of all items to be supplied as per BID ATC requirement failing which your bid will be rejected. Do not mention price of any items on any of these documents of scope of supply otherwise your bid will be rejected. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, other accessories & requirement mentioned in this Bid ATC/Specification must be part of supply and cost should be included in bid price submitted on Gem.
- D. It has been noticed that few bidders simply copy paste technical compliance points from Bid documents and make their technical brochure and submit compliance statements. It has been observed such firms in case they become L-1 then supply the material which is not matching with specification or ask for modification request after delivery and try to make fit near specification which not only creates a dispute but also a time /research ingredients are wasted due to substandard quality of supplied product. NIAB has viewed this issue/cases very seriously. Therefore, it is strongly stated that the vendor must supply the equipment matching exactly with specification as asked in Bid documents and no further modification will be allowed once the item is received at NIAB. If the item supplied is not matching with specification, It will be rejected immediately, Po will be cancelled, and the Bidder/OEM will be Blacklisted for a period of Three Years from date of rejection from further participation of any of NIAB Bid. Bidders must give their compliance for this point failing which your bid will be rejected.

- E. Eligibility: (a) The Bidder must be a Manufacturer or its authorized Agent. (b) The Manufacturer should have supplied in last Five years from the date of Bid Opening, at least 3 users (Government funded institute / Private institute) of the similar item(s) performing similar function which has been meeting major specification parameters which is functioning satisfactorily anywhere. Bidder shall furnish Satisfactory Performance Certificate in respect of above. Bidder to submit at least 03 PO copies/installation certificate of same/similar item quoted against this Bid. The PO copies can be on Bidder name or OEM name or any authorised supplier by OEM. This is to ensure that this item has been used by at least 3 users anywhere in India. Bidder must submit Authorisation certificate by Manufacturer (OEM) of the item quoted.
- F. Scope of supply includes Training: Number of employees to be trained 2 , Place for Training NIAB HYDERABAD and Duration of training 2 days.
- G. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
- H. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- I. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection
- J. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- K. Nominated Inspection Agency: Pre-dispatch - By Bidder or By OEM at factory site & Post Receipt Inspection at consignee site before acceptance of stores: Post-Receipt Inspection -By NIAB inspection Committee/Technical Officer & End User/concerned authorities.
- L. If the supplier fails to deliver any or all of the goods or fails to perform the services 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 actual delivery or performance subject to a maximum of 10% Or As Applicable As Per Current Rule of the contract price . 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.
- M. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of credit

ors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller

- N. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer. 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- O. Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturer's Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. Buyer institute don't endorse/prefer any specific Brand/Model/Make if given in this BID and any equivalent make/product will be accepted subject to meeting the given technical specification & requirement of Buyer as per BID. The requirement as per this BID is not restricted for this reference model mentioned & it is provided as additional information for bidders help to quickly understand the technical requirement of buyer. It is only an additional information to help Bidders to quote suitable instrument/Model from available options in market. Bidder must provide authorization certificate from OEM for the product Quoted against this BID. In case of any deviation in reference model specification & Bid technical Specification given herein, the competent authority will consider only Bid specification mentioned in this BID. Bidder must offer a product with equivalent/better specification than given technical specification/ reference model mentioned above.
- P. Packing: (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (ii) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. Supply, Unloading and shifting of instrument/items to earmarked location, installation, testing will be in bidder's scope. The Bid price should be quoted including all. The transit insurance is in Bidders Scope.
- Q. Payment: - There is no advance payment provision for this BID. Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made after receipt of the articles in good

condition & successful installation by way of Wire Transfer as per PO Order Terms & conditions. Payment will be made after complete supply and installation, testing, inspection and acceptance of competent authorities. In high value purchase / very exceptional cases inland LC (Letter of credit) / Advance payment against PBG /BG may be considered subject to approval of competent authority of NIAB. The decision of competent authority about payment mode / method will be final in this regard and no further query by any vendor will be answered in this regard.

- R. **GST :- BIDDERS MUST QUOTE CORRECT APPLICABLE GST RATES / CUSTOM BONDED WAREHOUSE PRICE (IF ANY) / DUTY FREE / CONCESSIONAL DUTY OR AS APPLICABLE AS PER GOI RULES/NOTIFICATION AS AMENDED FROM TIME TO TIME. QUOTING CORRECT RATE OF GST IS ENTIRELY BIDDERS RESPONSIBILITY. NIAB IS NOT LIABLE IN ANY WAYS FOR ANY ERROR IN GST RATE FROM SELLER.** National Institute of Animal Biotechnology is registered with the Department of Scientific and Industrial Research (DSIR) Vide Reg. No. TUN/RG-CDE (1175)/2025 dt 10-07-2025 valid up to 31.03.2029. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

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- S. The bidding cost must include the cost of Total warranty & AMC as required/ mentioned in Bid ATC. Please check BID ATC for **Warranty & AMC requirement**. Unless specified in ATC , standard warranty to be provided is 01 year from date of complete supply and installation.
- T. This BID requires compliance with **OM No F.No.6/18/2019-PPD dated 23rd/24th July 2020** (Public Procurement 1, 2 and 3) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and any further change / Amendment w.r.t this OM regarding **Eligibility of bidders from specified countries and Public Procurement (Preference to Make in India) Order 2017” (PPP-MII)** of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised by No. **P-45021/2/2017-PP (BE-II) dated 16th September 2020** and any further change / Amendment w.r.t this OM regarding To encourage 'Make in India' and promote manufacturing and production of goods and services in India. Bidders to submit all relevant information available with them in this regard for this BID. The competent authority reserves the right to ask all relevant, supporting documents from bidder at any stage of this process & BID will be rejected in case of failure to submit the required documents within stipulated time for compliance with any of Provision of GFR / Any applicable latest law / Rule issued by GOI applicable to NIAB. The decision of the competent authority of NIAB will be treated as final in this regard/ Dispute if any.
- U. Bidder to submit Local Content certificate in accordance with DPIIT - Public Procurement Section OM No. P-45021/2/2017-PP (BE-II) dated 16th September 2020. This OM is not applicable for the items where **relaxation for Global Tender Enquiry has been provided as per DPIIT - Public Procurement Section OM No. No.F.4/1/2021-PPD dated 6 th Jan 2022, OM No. No.F.4/1/2021-PPD (pt) dated 21/06/2022 and further applicable latest law / Rule issued by GOI applicable in this regard.** Class (I) & Class (II) bidders can participate in this Bid. Non-Local Suppliers bids will be considered **in those cases** where GTE permission from competent authorities is obtained by buyer institute and mentioned in Bid document **OR** the item under procurement is covered in list of items for which relaxation of GTE is permitted against OM mentioned above **OR** *If the total cost of items to be supplied or estimated cost of the item under procurement as per this Bid is less than Rs 5 lakhs (as per Point No 4 of PPP-MII OM dt 16/09/2020 & further any amendment /revision of the limit if any) . **In those cases, all bidders including NON local bidders can participate in this BID.***
- V. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction Hyderabad.
- W. For fulfilling the experience criteria any one of the following documents may be considered as valid proof or meeting the experience criteria:
- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - Execution certificate by client with order value.
 - Any other document in support of order execution like Third Party Inspection release note, etc.
- X. 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. Submit Technical Brochure, Product Catalogue for checking Specification Compliance, Item wise BOQ/Quotation WITHOUT PRICE, List of 03 installations/PO copies, OEM Authorization, ISO/CE/BIS/ISI/Other certification (if any). Bidder must offer product with equivalent/better specification than specification given as per this BID.
- Y. **Bid Securing Declaration (BSD)** We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration (BSD) In lieu of Bid Security/EMD. We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we: withdraw/ amend/ im

pair/ derogate, in any respect, from our bid, within the bid validity; or being notified within the bid validity of the acceptance of our bid by the Procuring Entity: (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document. (b) Fail or refuse to sign the contract. We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon: 1) receipt by us of your notification (a) of cancellation of the entire tender process or rejection of all bids or (b) of the name of the successful bidder or 2) forty-five days after the expiration of bid validity any extension to it. By submitting our offer against this tender, we unequivocally confirm our full acceptance of the terms of this Bid Securing Declaration without any reservation.

- Z. **Declaration of Acceptance of Terms and Conditions:** By submitting offer against this bid, the bidder unequivocally acknowledges that they have read, understood, and accepted all terms and conditions set forth in the tender document. Furthermore, the bidder agrees that non-compliance with or objection to any of these terms and conditions at any stage of the tender process or subsequent contract execution shall render their bid liable for rejection or disqualification & suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid without the need for justification or explanation from the tendering authority.

AA. **Disclaimer and Compliance Statement:** All reasonable efforts have been undertaken to ensure that the provisions of this DOCUMENT/BID ATC are accurate, up-to-date, and in alignment with the applicable rules and regulations of the Government of India (GOI). In the event of any discrepancy or conflict between the provisions of this document and the General Financial Rules (GFR) 2017, the Manual of Procurement (as amended), or any other prevailing laws or directives issued by the GOI, the latest rules, laws, or amendments as applicable to NIAB shall take precedence. The Competent Authority at NIAB shall adhere to and enforce such applicable provisions without any exception. The Institute reserves the absolute right, at any stage of the tender/e-bidding process, to postpone, suspend, modify, withdraw, cancel, or annul the tender, either wholly or partially, without assigning any reason whatsoever and without incurring any financial or legal liability to any bidder/participant. The institute further reserves the right to reject any or all bids, abandon the procurement process, or re-invite/re-tender the work/supply/service in accordance with the provisions of the General Financial Rules (GFR), Government of India, and other applicable procurement guidelines, if considered necessary in the administrative, technical, financial, or public interest. No claim, compensation, damages, reimbursement of costs, or any other entitlement whatsoever shall lie against the institute on account of such postponement, cancellation, modification, or rejection of the tender/e-bidding process.

BB. PERFORMANCE SECURITY 5% OF TOTAL VALUE OF THE CONTRACT IS APPLICABLE FOR THIS BID

Performance Security can be submitted in the form of any of the following: insurance surety Bonds, Account Payee Demand Draft / Fixed Deposit receipt from a commercial bank, Bank guarantee (BG) as per NIAB format including Electronic Bank Guarantee (e-BG) from a commercial bank in India or online payment issued/confirmed from any of the commercial banks in India safeguarding the NIAB interest in all respects. Performance Security is to be furnished by Bidder within 30 days after award of contract / Date of installation after complete supply. **Contract Payment will be made only after receipt of Performance Security.** PS/PBG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the Buyer's account in the event of a breach of contract by the Bidder. It will be refunded to the bidder without interest, after completion of the contract in all respects including the warranty under the contract.

Important Notice to Bidders

Bidders are advised to carefully read the entire Bid Document, along with all terms and conditions, and ensure submission of their bid with all required documents. Failure to comply with the bid terms or non-submission of mandatory documents will result in outright rejection of the bid. By submitting an offer in response to this bid, the bidder unequivocally acknowledges that they have read, understood, and accepted all terms and conditions stipulated in the tender document.

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 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---