

Bid Document

Bid Details	
Bid End Date/Time	10-01-2023 18:00:00
Bid Opening Date/Time	10-01-2023 18:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Financial Services
Organisation Name	National Bank For Agriculture And Rural development
Office Name	Chhattisgarh Regional Office
Item Category	Operation And Maintenance Of Fire Fighting System - Complete System
Contract Period	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	3 Days
Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value	2015424
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Amount	40309

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

CHIEF GENERAL MANAGER/OIC

Plot No. 1, Sector-24, Opposite Central Park, Nava Raipur Atal Nagar, Raipur (CG) – 492018
(National Bank For Agriculture And Rural Development)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Smt. Suparna Tandon
Designation of Competent Authority	Chief General Manager
Office / Department / Division of Competent Authority	National Bank for Agriculture and Rural Development
CA Approval Number	
Competent Authority Approval Date	19-12-2022
Brief Description of the Approval Granted by Competent Authority	No Splitting of services under “Annual Maintenance Contract for Operation and Maintenance of Firefighting system installed in office premises and its staff quarters including hiring of three Firemen in three shifts (one in each shift)” may be allowed, and hence, no purchase preference may be given to MSE in this regard.

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any

bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

5. 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.

6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Excel Upload Required:

Price bid - [1671532024.xlsx](#)

Additional Qualification/Data Required

Minimum number of employees on the payroll of service provider and documentary evidence required. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.

Additional Compliance Documents required by buyer: The bidding agency must have either a local office or a registered office in Raipur, Chhattisgarh. Document for supporting this has to be uploaded by the bidding agency along with the bid documents.

Please upload scope of work: [1671532534.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Ma x Ma rks	Mi n Ma rks	Evaluati on Docume nt	Seller Document Required
Legal structure	40	20	View file	Yes
Work Experience in the relevant field of work	20	4	View file	Yes
Average Turnover during the last 03 years ending 31.03.2022	20	4	View file	Yes
No. of works in Public/Private institutions [with more than built-up area of the building where work to be performed] handled in India in last 07 years (as on date of bid submission)	10	2	View file	Yes
Quantum of area of the building/work performed for the last 07 years	10	2	View file	Yes

Total Minimum Passing Technical Marks: 32

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
27-12-2022 17:00:00	NABARD, Chhattisgarh Regional Office, Plot No. 1, Opposite Central Park, Sector-24, Nava Raipur Atal Nagar, Chhattisgarh - 492018

Operation And Maintenance Of Fire Fighting System - Complete System (1)

Technical Specifications

Specification	Values
Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	Any agency with required qualifications
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Number of Dedicated managerial/supervisory staff required	NA
Duty hours of dedicated mangerial/supervisory staff	NA
Working days in a week for mangerial/supervisory staff	NA
Number of dedicated skilled manpower required	3
Duty hours of dedicated skilled manpower	8hrs/day
Working days in a week for skilled manpower	7 days
Number of dedicated semi-skilled manpower required	NA
Duty hours of dedicated semi-skilled manpower	NA
Working days in a week for semi-skilled manpower	NA

Specification	Values
Number of dedicated unskilled manpower required	NA
Duty hours of dedicated unskilled manpower	NA
Working days in a week for unskilled manpower	NA
Cost of consumable/Material	Cost of consumable to be reimbursed to service provider on actual
Cost of spare parts	Cost of spare parts to be reimbursed to service provider on actual
The Bidder shall be an Indian Proprietary firm, Partnership firm or Company registered under respective act(s)	Yes
The bidding entity should be a profit making one in the preceding three financial years	No
Authorization letter from Original Equipment Manufacturer (OEM) indicating Onsite Support must be submitted	No
Service Provider should not be blacklisted by any Central or State Government or Public Sector Undertaking or Any other Government Agency in India at the time of Bid submission	Yes
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement
1	Pankaj Sanjay Yewale	492018,NABARD, Chhattisgarh Regional Office, Plot No.-1, Sector-24, Opposite Central Park, Nava Raipur Atal Nagar	1	Number of months for which Operations & Maintenance service is required during contract period : 24

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name National Bank for Agriculture and Rural Development Account No. NABADMN39 IFSC Code NBRD00000002 Bank Name NABARD Branch address Head Office, Mumbai.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Generic

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.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Letter from the tenderer
(on contractor's own letter head)

Place: -

Date: -

The Chief General Manager

National Bank for Agriculture and Rural Development

Plot No. 1, Opposite Central Park, Sector - 24,

Nava Raipur Atal Nagar,

Chhattisgarh - 492018

Dear Sir,

Annual Maintenance Contract for Operation and Maintenance of Firefighting system including sensors and providing of Firemen in three shifts at NABARD Chhattisgarh Regional Office located at Plot no. 1, Opposite Central Park, Sector - 24, Nava Raipur Atal Nagar, Chhattisgarh - 492018, and its staff quarters at Sector 27 (Block 9, 13, 34, 42, 43, P3B/35-39, P4A/239/1) Nava Raipur Atal Nagar, for a period of two years from date of Agreement.

I/We have read and understood the notice inviting tender and contents in the tender document such as eligibility criteria of applicants, Instructions to the applicants, Services to be rendered, Terms and Conditions of the contract etc. I/We do hereby declare that the information furnished by me/us in the tender documents is correct to the best of my knowledge and belief.

Name of the partner/owner of the firm authorized to sign:

OR

Name or person having power of Attorney to sign the contract:

Seal and Sign of the Tenderer

General Terms and Conditions

1. NABARD will have no liability whatsoever concerning the persons deployed by the tenderer for the purpose. The successful tenderer shall keep the bank indemnified against all losses or damages or liability arising out of or

imposed in the course of employment of persons(s) by him.

2. The successful tenderer shall make regular and full payment of wages, salaries, ESIC, PF and any other payment due to his employee(s) and furnish necessary proof.

3. If applicable, the successful tenderer shall obtain the necessary labor license from the Licensing Authority under the Contract labor (R&A) Act and Contract Rules framed there under and produce the same to the authorized representative of bank whenever asked to do so.

4. The successful tenderer shall comply with all acts, laws under Contract Labor (R&A) Act 1970, EPF & ESIC act, payments of wages act, minimum wages act or any other statutory rules regulations in force that time alongwith with their related amendments, by-laws applicable or which might become applicable with regard to the performance of work included herein or touching this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The successful tenderer shall keep the bank indemnified against all penalties, claims and liabilities of every kind for any violation of such acts, Laws or Regulations etc. by him / her, his / her agents or his / her staff.

5. If at any time during the period of the contract, it is observed by the bank or by its authorized representatives that the services rendered by the tenderer's personnel are not to the satisfaction of the bank or any terms of the contract are violated, the bank reserves the right to terminate the contract by giving one month notice.

6. It shall be entirely, the responsibility of the successful tenderer to ensure that no unlawful act is done by his person(s) while on duty.

7. In case of loss of the Bank's property due to the negligence or carelessness of the person(s) deployed by the successful tenderer he will be held responsible and shall make good the same.

8. The successful tenderer shall be solely responsible for settling / resolving any dispute/ claim of his / her personnel during the contract. No liability shall accrue to the bank under the circumstances during / after expiry of the contract.

9. The contractor shall indemnify bank against any payments to be made under and for observance of the above mentioned various laws and rules. In the event of there being any increase of workmen's compensation under any law or any additional payment or new liability under the labour laws being imposed on the contractor at any time, the vendor shall bring it into the notice of NABARD immediately.

10. The contractor shall not subcontract the whole or any part of this contract to another person/ vendor.

11. All works shall be carried out in accordance with the provision of the statutory acts and laws and Bureau of Indian Standards regarding fire systems in India, electricity act, local laws and by-laws as amended up-to-date. Contractor shall be solely responsible for following and adhering to the proper fire and safety precautions while carrying out any job.

12. During the tenure of the contract, the contractor has to coordinate the

work with other agencies working inside or outside. Also in case of emergency or major problems, the contractor has to provide complete support and assistance to any other agency or for jobs of electrical maintenance, lifts, LPG system, display sign boards, DG set, electrical substation, interior and exterior sanitary contracts, etc.

13. The Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract. The contract value quoted by the Contractor is inclusive of Employer's share of ESI & EPF contributions and no separate charges shall be payable by Bank on this account. Monthly payment will be done on production of proof of payment towards ESI & EPF(counterfoils) & other documents such as registration number, photo card etc.

14. The staff deployed should be available 02 days prior to commencement of the contract to ensure smooth operations.

15. The rate quoted for the said contract shall include the cost of manpower, cost of supervisor/reliever, cost of administrative overheads etc. as mentioned in the scope of work. Necessary tools and minor items like adhesives, screws, nails, nut & bolt, washer, bracket, clips, grease, etc. as well as item costing individually upto Rs. 100/- will have to be borne by the contractor. The services should be provided on Sundays and holidays also, for which no extra payment will be made and the vendor should provide qualified substitutes during the period of weekly holidays of the firemen.

16. Payment:

a) The Contractor should ensure payments to the workers as per latest minimum wages act and other statutory regulations on or before 7th of every month via electronic transfer to the bank account of workers irrespective of fact that previous monthly bill is paid or not by the NABARD as per the guidelines of labour law.

b) The payment for deployment of manpower for up-keeping of the Firefighting equipment in the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Caretaker/Asst. Caretaker and Protocol and Security Officer.

c) The Contractor may ensure payment of minimum wages as per labour laws as stipulated by Central Govt./State Govt. whichever is higher, and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.

d) Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.

e) The bill should be accompanied with documents/ certificates indicating payment details like wages, PF, ESI etc. duly signed by the contractor. Payment to workers to be made through bank only (online transaction) and necessary documents like copy of e-passbooks, bank certified statement, etc. are to be submitted by the contractor. Attendance sheet of workers shall be enclosed with the bill. Bills without these documents will not be accepted for payment and the contract may be liable to be terminated and the Earnest Money Deposit (EMD) / Retention Money Deposit (RMD) will be forfeited.

f) Work slips will be issued for extra works and they are to be submitted on

a consolidated basis as a single bill in a month for settlement on reimbursement basis.

17. The Contractor shall employ the required number of workers and keep the attendance record properly so that same can be inspected by the competent authority.

18. Mobile phone number of the supervisor deputed may be intimated to Bank. The Contractor should provide uniforms of approved color and quality to the employees deployed for the job at NABARD and also other safety equipments, at own cost.

19. The Contractor shall observe all the necessary safety precautions for the safety of the labour and the employees of NABARD during execution of works. The Contractor would be responsible for the safety of persons employed by the Contractor as also the safety of employees of NABARD.

20. The Contractor shall take all precautions to avoid accident and causes of accident. The Contractor must be careful regarding safety during working of the Contractor's worker in the premises/colony.

21. NABARD shall not bear any responsibility in case of any accident to the Contractor's worker in the premises due to no fault of NABARD's working but merely due to negligence of the worker or lack of safety provided to them by contractor.

22. Period and renewal of contract

a) The Contract will be for a period of Two years from the date of commencement of the contract subject to annual review and renewal on satisfactory performance each year.

b) The contract period may be extended further depending upon the discretion of the Bank.

c) However, the Bank reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

23. The contractor shall deploy his manpower two days in advance from the date of start of the contract to acquaint himself / his staff with the complete work / fire alarm system / fire hydrant system layout and schematics at no extra cost to Bank and take charge of complete system and inventory.

24. The contractor shall deploy his manpower for three days or as decided by Bank after the date of expiry of the contract to enable the incoming contractor and his staff to acquaint themselves with the work and schematics of the Firefighting system at no extra cost to bank. Also the contractor will hand-over the items covered in scope of work in working order and the details of the inventory of Bank's Firefighting system to the incoming contractor.

25. Resolving Disputes

For all disputes relating to this contract, Arbitration Conciliation Act will be applicable.

26. Rates and Prices

The rates quoted by the Contractor will be as per the price bid and inclusive of service charges and other applicable overhead, etc. for the entire period of the contract. No additional charges on account of transportation of men and material, lunch, tea and conveyance etc. will be given. In the case of any change of statutory charges, the vendor shall bring it into the notice of NABARD immediately.

27. The bank will be deducting the mandatory deductions i.e. taxes etc., from the payments due to the contractor.

28. Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.

29. Penalty Clause

a. In case of absence of any person deployed for the purpose of this contract, if no suitable replacement is provided then deduction will be made from the payments to the successful tenderer.

b. Non-attendance or non-rectification of the faults coming under the scope of work and terms and conditions of the contract will entitle the bank to get the job done from any other vendor at the risk and cost of the successful tenderer. The decision of the officer of the Bank in this regard will be final and binding on the contractor.

c. In case of noncompliance of contract obligations and also in case of any damages, breakage and loss or theft to the building fittings, assets and equipments attributable to staff or labour deployed by the contractor, the contractor will be responsible for repairing / replacing the same at his cost failing which the actual cost incurred towards repair/ replacement with suitable penalty shall be imposed on the contractor by the bank.

d. In the event of any accident/ damage etc. caused due to negligence of staff deployed, the contractor has to make good the loss.

e. All the workmen deployed under the contract should have valid Identity Card issued by the Agency and should be in proper uniform having Agency/Contractor/ Company's Name & Logo, embossed/embroidered on it.

30. Arbitration

In the event of any difference or dispute in connection with the agreement over the right and obligations of the parties, the decision of Chief General Manager / Office Incharge, NABARD, Chhattisgarh Regional Office, Plot no. 1, Opposite Central Park, Sector no. 24, Nava Raipur Atal Nagar, Raipur, Chhattisgarh - 492018, shall be final and binding upon the parties. The place of arbitration shall be Raipur. The relevant Indian laws shall be applicable to the arbitration.

Declaration by the Contractor

I have read and understood all the instructions/ conditions give above and I have taken into account the above instructions/ conditions while quoting the rates.

Date :

Signature:

Place :

Name & Address:

Seal of the Contractor:

8. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

9. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

10. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

11. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

13. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

14. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name National Bank for Agriculture and Rural Development Account No. NABADMN39 IFSC Code NBRD0000002 Bank Name NABARD Branch address Head Office, Mumbai. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

16. Generic

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.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [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 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.

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.

---Thank You---