

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-07-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-07-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Direct Taxes (cbdt)
Office Name/कार्यालय का नाम	Pcit Central Mumbai
Item Category/मद केटेगरी	Packaged Drinking Water Service
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

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

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

Beneficiary/लाभार्थी :

PR COMMISSIONER OF INCOME TAX

PCIT Central Mumbai, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance
(Pr Cit Central Two Mumbai)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

Packaged Drinking Water Service (25)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Water Type	Packaged Mineral Drinking Water
Service Delivery	Week Days with Saturday
Brand	Aquafina , Bisleri , Kingfisher , Kinley
Addon(s)/एडऑन	
Dispenser	Tabletop Water Cooler (Top - Loading)

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Cans (Per Day)	Additional Requirement/अतिरिक्त आवश्यकता
1	Devendra Manohar Gosavi	400021,PCIT CENTRAL RANGE - 2, R.NO - 1917A, 19th Floor, Air Indian Building, Nariman Point , Mumbai	25	Number of Service Days in a Month : 26

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

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. **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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Scope of Work:**

- 1.1 Supply and delivery of mineral water(20 liters jars) to all Income Tax Offices situated on 4th, 5th, 8th, 16th, 17th, 18th, 19th and 20th floors at Air India Building, Nariman Point, Mumbai — 400 021.
- 1.2 The bidder has to supply and deliver mineral water(20 liters jars) as and when required on each floor of Income Tax Offices located on 4th, 5th, 8th, 16th, 17th, 18th, 19th and 20th floors at Air India Building, Nariman Point, Mumbai — 400 021.
- 1.3 The contract shall be for a period of twelve (12) months from the date of award of contract. The contract may further be extended for a period of 6 months on the same rate term & condition subject to the satisfactory performance of the contractor.
- 1.4 The contractor shall submit EMD of rupees twenty thousand (Rs. 20,000/-) along with the bid document. The contractor is also required to submit performance bank guarantee of rupees forty thousand (Rs. 40,000/-) valid for a duration of twelve months
- 1.5 The approximate daily usage would be around 25 jars (20 Liters capacity) which shall have to be delivered on each floor of Income-tax offices on 4th, 5th, 8th, 16th, 17th, 18th, 19th and 20th floors at Air India Building, Nariman Point, Mumbai — 400 021. The deliveries shall have to be scheduled by the contractor as per requirement which shall be informed to the vendor by the caretaker of Income-tax Department at Air India Building.
- 1.6 The mineral water jar shall have to be placed in the existing bubble tops or water dispensers installed in various floor of Income Tax Office at Air India Building.

- 1.7 The mineral water to be supplied by the contractor must be ISI Standard/BIS standard or any equivalent standard preferably it should be reputed brands e.g. Bisleri, Aquafina, Kinley, Baily.

2. Timelines:

- Bid End Date /Time (from published date): 21 days
- Bid Life Cycle (From Publish Date): 90 days

3. INTEGRITY PACT:

Further, the Chairman referred to the CVC Circular dtd. 06/ 05/ 2021, 30/ 06/2021 and Circular No. 05/01/2022 dated 25-01-2022 which requires adoption and implementation of integrity pact of the organization concerned. The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- Principal to treat all bidders with equity and reason;
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certification, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as Part of business relationship to others and not to commit any offence under P C / IPC Act;
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary;
- Bidders to disclose any transgressions with any other company that may

impinge on the anti corruption principle.

- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017 and Prevention of Corruption Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.
- As per the above integrity pact, the principal promises not to seek or accept any benefit which is not legally available and the principal also promises to treat all the bidders with equity and reason. It is requested that on the lines of above integrity pact affirmed by the principal, the bidders are requested to submit their integrity pact on the other points as mentioned above. The format for the same as Annexure-I placed alongside has been approved by the Chairman as well as the committee members for agreement and signature from the bidders.
- **Eligibility Criteria:**
 - i. The service provider should have at least 1 year of experience in this line of business. In this regard, copy of work order / bills and vouchers may be submitted.
 - ii. The service provider should submit an undertaking stating that it has never been blacklisted by any organization in the format as per Annexure-II annexed with the bid document.
 - iii. Copy of PAN card of the firm / company/ proprietor must be submitted.
 - iv. Copy of GST Registration number of the bidder must be enclosed.
 - v. MSME/ Startup entity may be given exemption with regard to experience.
 - vi. Integrity Pact must be submitted by each bidder in prescribed format.
 - vii. The service provider shall upload all the documents / certificates as per bid document. All the documents uploaded by the bidders must be self-certified / self-signed in absence of which it shall be presumed that relevant document/documents has / have not been submitted by the bidder.
 - viii. Any document which is uploaded while filing Bid, every page of such document must be signed with stamp / seal by the bidder itself or by the authorized person of the bidder in the right hand corner of the page. In case of authorized signatory, letter of authority/ resolution passed by the company/ Firm empowering him /her to sign the document on behalf of the bidder must be enclosed.
 - ix. If any of the annexures I and II is not duly filled and uploaded by any bidder, that bidder shall be disqualified on technical evaluation.

4. Other Conditions:

- 4.1 The successful bidder shall have to provide packaged drinking water in all working days as per requirement of the department.
- 4.2 The successful bidder shall indemnify against Acts of omission or negligence, dishonesty or misconduct of the men/women engaged for the work and the Principal shall not be liable to pay any demurrage or compensation to such person or to third party. All damages caused by the personnel shall be charged to the service provider and be recovered from its due / bills.
- 4.3 No other person except Service provider's authorized representative shall be allowed to enter the office premises. The Service Provider shall provide signed Identity Cards to the personnel engaged by him for the purpose of supply & delivery of mineral drinking water.
- 4.4 In case any employee of the Service Provider is found responsible for any theft, loss or damage to the office furniture, fitting fixture and property of the office or the officers, the Services provider shall be held liable for the act.
- 4.5 In the event of LI being more than one bidder (in the circumstances of quoting the same bid price by more than one bidder), contract shall be awarded by the GeM portal on random basis.
- 4.6 The contractor shall ensure that its staff members do not solicit any tips etc. from officers, officials and visitors of the department.
- 4.7 In case of successful bidder, the candidature of the bidder shall be cancelled and the bidder is also liable to be debarred from future tendering, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the bid document
 - b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - c) Fails or refuses to honor his own quoted prices for the services or part thereof.
- 4.8 Canvassing by any bidder in any form is prohibited.
- 4.9 Each and every bidder has to submit the bid documents through GeM portal only. Manual submission of bid documents shall not be entertained in any circumstances.
- 4.10 The personnel employed by the bidder should not smoke, chew pan , chew tobacco in any form and drink alcoholic drink within the premises.
- 4.11 Any misconduct/indiscipline by the personnel employed by the successful

ul bidder shall not be tolerated and such person shall have to be replaced the same day when such misconduct/ indiscipline is noticed.

4.12 Income-tax department shall not be responsible for any disability/ injury/ death of worker while doing work. The successful contractor shall only be responsible for all safety norms and compensation and shall be responsible for the insurance claim, if any.

4.13 The bid amount quoted by the bidder shall not be revised for the entire contract period unless any revision in wages by the government is published.

4.14 The successful bidder shall have to take all necessary steps to ensure the secrecy of the office premises of Income-tax Department. Any breach towards the secrecy of the department shall lead to the cancellation of the contract forthwith and subsequent actions as per provisions of law.

4.15 The Contractor may ascertain the requirement on daily basis so that supply is not hampered.

4.16 The successful bidder shall have to submit an Indemnity Bond as per Annexure-II

4.17 **"Conflict of interest"**: participation by a bidding entity or any of its affiliates that are either involved in this contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding entity or their personnel have relationships or financial or business transactions with any officer/official in the office of the Pr. CIT(C)-2, Mumbai or in the office of the Members/chairman of the Tender Committee who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the office of the Pr. CIT(C)-2, Mumbai with an intent to gain unfair advantage in the procurement process or for personal gain; such bidder entity shall be disqualified during any stage of the bid.

4.18 Every bidder is independent to provide any other information (which is not mentioned in this bid document) along with this bid which he/ she/ it/they wish/wishes to provide.

4.19 The language of bid document submitted by each bidder must be either in English or in Hindi or in Marathi.

4.20 The number of water jars to be supplied by the successful bidder during the entire contract period is not fixed which may vary as per requirement. Therefore it is a rate contract wherein the bidder has to quote the rate per bottle charged by the bidder. The bidder who will quote the lowest rate per bottle shall be declared

d as L1. Whereas the bidders must quote the price of ISI Standard/BIS standard or any equivalent standard of water jars or 20 liter only preferably it should be reputed brands e.g. Bisleri, Aquafina, Kinley, Baily. The bidder/s quoting any other product shall be rejected.

5. VALIDITY PERIOD OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of commencement of contract, subject to continuous satisfactory performance. The extension of contract shall solely be the discretion of the Pr. CIT(Central)-2, Mumbai within the provisions of extant rules of General Financial Rule of Govt. of India on the same terms & conditions and shall not exceed 6 months. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the Income-tax Department shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in the Income-tax Department.

6. PAYMENTS

6.1 The Successful bidder as Contractor, shall claim the bill of bottles/jars of 20 liters supplied in a month. Bill shall be claimed by the successful bidder on monthly basis.

6.2 The Contractor shall raise invoice per month and submit the same to the office of the Pr. CIT(C)-2, Mumbai by 6th of every following month or next day of 6th day of every month, if 6th day of the month is holiday.

6.3 The bill raised by the successful bidder must enclose the certificate of goods received by the caretaker or by the person authorized by the Pr. CIT(C)-2, Mumbai.

6.4 All payments shall be made only after deducting statutory taxes, if applicable, as per extant rules of the Government and as applicable from time to time.

6.5 Buyer shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Income-tax Department shall provide a certificate certifying the deduction so made.

6.6 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

7. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

7.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

7.2 The contract may be terminated forthwith by the buyer by giving one-month prior written notice to the Contractor.

7.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the buyer shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the buyer and in that event, security deposit in the form of Performance Bank Guarantee shall be forfeited and encashed.

7.4 The Contractor does not provide the services satisfactorily as per the requirements of the buyer or / and as per the Schedule of Requirements.

7.5 The Contractor goes bankrupt and becomes insolvent.

8. Besides above,

(i) Buyer can cancel or postpone this bid any-time prior to the commencement of the contract under this bid without assigning any reason to Bidders.

(ii) Further, buyer can terminate the contract under this bid any-time post commencement of the contract 'with one-month notice to the contractor without assigning any reason to the contractor.

Pr.CIT(Central)-2, Mumbai &
Building In-charge of Income-tax Department

Air India Building.

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EXU
RE-I

Name of the Bidder: _____
To,

The Pr. Commissioner of Income-tax

Central — 2,

Room No. — 1920, Air-India Building, Nariman Point, Mumbai -
400020

I promise on the part of the principal not to seek or accept any benefit, which is not legally available;

I promise not to offer any benefit to the employees of the Principal not available legally;

I promise not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certification, subsidiary contracts, etc.

I promise not to pass any information provided by Principal as Part of business relations hip to others and will not commit any offence under PC / IPC Act;

I being foreign bidder promise to disclose the name and address of agents and representatives in India

or

I/we being Indian Bidder promise to disclose my/ our foreign principals or associates;

I promise to disclose the payments to be made by me to agents/ brokers or any other intermediary;

I promise to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

I promise not to claim my candidature if there is any violation of Integrity Pact on my part which may lead to my disqualification from bid and exclusion from future business dealings, as per the existing provisions of GFR, 2017 and Prevention of Corruption Act, 1988 and other Financial Rules/ Guidelines etc. as may be applicable to the organization concerned.

Name of Bidder _____

Signature and stamp of Bidder _____

SS:

Sign

Address

ANNEXURE II

UNDER TAKING

(Notarized Affidavit to be executed on non judicial stamp paper of Rs. 10/- in following format).

A copy of Affidavit should be scanned and uploaded on the GeM Portal

1. I/we, the undersigned certify that I/we have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me/us are valid and binding upon me for the entire period of contract (including extended period of contract, if any).
3. That I/We give the rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai, Building in charge of Income-tax department in Air India Building, Mumbai -400021, to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of contract and take action for blacklisting my/ our agency.
4. That I/We also give rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai, Building in charge of Income-tax department in Air India Building, Mumbai -400021, to forfeit the Earnest Money Deposit and blacklist our agency in case *our* agency fails to accept the work order and/ or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also undertake to declare that Government of India or any other Government body or any other organization has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

tices or any failure /lapses of any nature.

7. That I, the undersigned that my firm/ company has not been convicted of an offence under the Prevention of Corruption Act, 1988.

8. That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

9. That I hereby certify that none of my relative(s) as defined in the bid document is/ are employed in the office of the Principal Commissioner of income Tax (Central)-2, Building in charge, Income-tax Department, Air India Building, Mumbai -40002 1, as per details given in bid document. In case at any stage, it is found that the information given by me is false / incorrect, office of the Principal Commissioner of income Tax (Central) Building in charge Air India Building, Mumbai -40002 1, shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

10. That I, the undersigned that my firm/ company has not gone under insolvency or liquidation.

11. That I/we hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---