

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम/Department Name	Department Of Food And Public Distribution
संगठन का नाम/Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम/Office Name	Regional Office, Maharashtra
वस्तु श्रेणी /Item Category	Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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

बिड विवरण/Bid Details

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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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 बिड मूल्य /Estimated Bid Value	1849465.28
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	37000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Asst Genl Manager
Regional Office, Maharashtra, Department of Food and Public Distribution, Food Corporation of India (FCI),
Ministry of Consumer Affairs Food and Public Distribution
(Balamurali U)

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	S.R.TALWAR
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM ENGG
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	FOOD CORPORATION OF INDIA
सीए अनुमोदन संख्या/CA Approval Number	02/2018
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	23-02-2018
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	No Exemption shall be given to MSE for Engg works of FCI

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

Please upload scope of work:[1771595084.pdf](#)

List, quantity, type, specifications and other details of Machines/Product:[1771595091.pdf](#)

Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Duty hours of dedicated skilled manpower	8.5
Number of dedicated skilled manpower required	1
Working days in a week for skilled manpower	6

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

परिषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Balamurali U	400066,FCI, Regional Office, Maharashtra, 5th and 6th Floor, Dattapada Road, Rajendra Nagar, Borivali East, Mumbai-400066	1	<ul style="list-style-type: none">Number of months for which Operations & Maintenance service is required during contract period : 12

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

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. **Buyer Added Bid Specific ATC**

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

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Food Corporation of India, Electrical Mechanical Division
Regional Office ,Borivali Mumbai-400066.**

Name of work Operation And Preventive Comprehensive Annual Maintenance Contract Of Air Conditioning Units Installed At FCI ZO/RO Building ,Borivali, Mumbai

Scope of the work:

(A) Operating contract:

1. To operate the Air Conditioning unit as per the agreed man power per shift.
2. Service: 6 days a week excluding Sundays and Public holidays.
Operating Hours: 9.30 AM to 6.00 PM (Shift Timings is tentative and will be as per the decision of Officer in charge)
3. To daily operate packaged chillers/condensing unit/package units with accessories like condenser/chilled water pumps/cooling tower fans including/excluding air handling units, blowers.
4. Daily checks and service include:
 - a. Wherever applicable, operators shall register operating status of the system , condenser chilled water temperature and pressures at the inlet and outlet of heat exchangers, voltage and current on hourly basis during operating hours , in log sheets.
 - b. Keeping all equipment's extremely cleaned.
 - c. Checking compressor oil level wherever applicable.
 - d. Checking all rotating machines for smoothness of drive, vibration and noise level.
 - e. Checking and adjusting of all V belts drives, if required.
 - f. Checking of starters for smooth operation.
 - g. Daily logging of operating parameters.
5. Monthly checks and service include:
 - a. All bearings will be checked and lubricated if required.
 - b. Alignment of driven machine will be checked and rectified if required.
 - c. Evaporator coils will be inspected and cleaned with compressed air or water if required, subject to availability of such medium for the purpose of cleaning at site.
 - d. Refrigeration piping and shaft seal wherever applicable will be inspected for signs of external leaks.
 - e. Checking gland leakages of the pump /valves.

(B) Packaged and Ducted Systems/BVRF/Windows and Split AC whichever applicable onsite.

1. All equipment's under the contract to be serviced four times during the contract period (i.e. once per quarter). One of the services needs to be rendered positively before onset of summer to ensure trouble free working of the plant during summer.
2. All breakdowns calls to be attended during the contract period.
3. Cost of Spare parts: Spare parts to be provided by the service provider (inclusive in contract cost and spare parts should be of OEM or OEM Authorized/Equivalent Only).
4. Cost of Consumable/ Material: consumables to be provided by the Service Provider (Inclusive in contract Cost).
5. To check the Compressor for its proper functioning and if any defect is found, the same to be repaired/replaced.
6. To test the safety controls such as pressure cut out for proper functioning and in case of any malfunctioning, same to be repaired or replaced accordingly.
7. Air filters to be inspected, cleaned or replaced if necessary.
8. Cooling coil to be inspected and cleaned, if necessary.
9. To check the blower motors and any defects noticed to be attended too.
10. The driver set of the blower section to be inspected, belt tension to be adjusted and belt to be changed if necessary.
11. Any defects in the electrical items and control, wirings to be attended too.
12. To top up the refrigerant in the system as and when necessary.
13. Activities applicable for Air Cooled units (a) to attend the Condenser Fan Motor.(b) to inspect and

clean the condenser coil unit. (c) to attend any repairs in the condenser coil . (d)To attend the repairs to refrigerant piping due to system problems.

14. To attend and clear/clean the drain pipe, when necessary.

15. The PCBs of the ODU and IDU to be checked for its proper functioning and if any defect is found, the same has to be rectified/replaced.

(Note:-These all in addition with the Scope of the work mentioned in Service Level Agreement.)

**Food Corporation of India,
Electrical Mechanical
Division**

Regional Office ,Borivali Mumbai-400066.

Name of work Operation And Preventive Comprehensive Annual Maintenance Contract Of Air Conditioning Units Installed At FCI ZO/RO Building ,Borivali, Mumbai

PAYMENT TERMS:

1. Rates once quoted shall be treated as final inclusive of the discount/rebate.

2. Payment shall be made quarterly basis on satisfactory completion of each quarter along with submission of service card/service slip of each AC Unit certified by the Competent Authority of FCI.

3. EMD will be 2 % of the Estimate Amount i.e. Rs. 37,000.00 as EMD to be submitted in the form of NEFT/RTGS in favour of the FCI. Details of bank a/c is as follows: Bank: State Bank of India, Food Corporation of India payable at **Bank:-** SBIN (0051) Borivali (West) Mumbai 400 092 **A/C No:-** 10816217221 **IFSC:-** SBIN0000551.

4. Performance Guarantee will be **5%** of tender value. Party has to pay the Performance Guarantee in 7 working days of issuance of "Acceptance Letter" in bank A/c of FCI. Details of bank a/c is as follows: Bank: State Bank of India, Food Corporation of India payable at **Bank:-** SBIN (0051) Borivali (West) Mumbai 400 092 **A/C No:-** 10816217221 **IFSC:-** SBIN0000551.

5. Security Deposit amounting to 5% of the work value shall be recovered from the bill payable to the contractor from time to time , till the whole of the Security Deposit of 5% of work value is recovered. EMD deposited will be a part of Security Deposit.

6. Performance Guarantee will be released after satisfactory completion of the work on submission of pre receipt. Security Deposit will be released after 1 Year on completion of the work on submission of No Dues Certificate.

7. The company/Firm/Agency will be fully responsible for payment of minimum

wages and EPF of their Workers as per Labour Laws including safety of the work ers.

8. The contract can be terminated by the buyer without stating any reason by giving 2 months' notice.

**Food Corporation of India, Electrical Mechanical Division
Regional Office ,Borivali Mumbai-400066.**

Name of work :- Operation And Preventive Comprehensive Annual Maintenance Contract Of Air Conditioning Units Installed At FCI ZO/RO Building ,Borivali, Mumbai

TERMS AND CONDITIONS

Sr.No.	Requirement	Details
1	Number of Months for which Operation and Maintenance service is required during contract period	12 Months (With a provision of extension for further 1 year on Mutual Consent of both the Party and the FCI on same rates terms and conditions)
2	Operation and Maintenance Service is required for	Complete System with Risk Protection Contract.
3	Type of Annual Maintenance Service Provider Required	OEM / OEM Authorized Service Provider of Blue Star Ltd
4	Status /Condition of Equipment /Machine/System (At the time of Bid):	Under AMC and Functional (age of AC system = 13 years)
5	Number of Dedicated Skilled Manpower Required	1 No (One), however manpower may be increased as per site requirements
6	Duty Hours of Dedicated Skilled Manpower	8.5 Hours (9.30 Am to 6.00 Pm) (Time may vary as per the site requirement).

7	Working days in a week for Dedicated Skilled Manpower	6 days in a week excluding Sundays and Public Holidays
8	Service and support.	Bidder should have an office in the state of Maharashtra
9	Cost of Consumable/materials and Spare Parts	<p>To be provided by the service provider (inclusive in contract cost)</p> <p>The Consumable materials/spare parts to be repaired/replaced when required are</p> <ul style="list-style-type: none"> i) Compressor ii) Condenser coil or Evaporator coil (upto 03 nos coil to be replaced free of cost by the service provider in CMC for 1st 12 months. If CMC is extended for further 12 months, again upto 03 nos coils to to be replaced free of cost by the service provider in CMC as per the site requirement. If 4th and subsequent coils is/are required to be replaced as per site requirement then FCI will bear the cost of the same) iii) Condenser fan motor iv) Blower motor v) All safety controls vi) Air filters vii) Refrigerant gas to be topped up as and when required.
		<ul style="list-style-type: none"> viii) PCB ix) Insulation of refrigerant pipes

10	<p>The successful Tenderer has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of NEFT/RTGS: The time allowed for submission of the Performance Guarantee by the contractor shall be 7 (Seven) Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Engineer-in-Charge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 (Seven) days from the date of issue of letter of acceptance. Performance Guarantee amount shall be deposited before issue of formal work order for commencement of the work. If the Tenderer whose Tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period the EMD will be absolutely forfeited by the Food Corporation of India. The PERFORMANCE GUARANTEE shall be initially valid up to the stipulated date of completion plus 60 days beyond that, in case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor without any interest. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the FCI.</p>
11	<p>The Tender must be accompanied by the EMD of ₹37,000.00 (Rupees Thirty Seven Thousand only) in the form of NEFT/RTGS in favour of Food Corporation of India payable at Bank:- SBIN (0051) Borivali (West) Mumbai 400 092 A/C No:- 10816217221 IFSC:- SBIN0000551</p> <p>Tender Document Cost is Non-refundable & Non-transferable. Tenders not accompanied Earnest Money in the prescribed form shall be summarily rejected. The copies of original payment instrument should be scanned & uploaded. The details of NEFT/RTGS payment available in the scanned copy and data entered during bid submission, should tally, otherwise the uploaded bid will be rejected</p>
12	<p>For any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender</p> <p>Enquiry with FCI for a period of five year.</p>

13	The Earnest Money will be returned to all unsuccessful tenderers within a period of 15 days from the date of issue of the acceptance letter in the case of all unsuccessful Tenderers and for successful Tenderer, the same will be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.
14	The contractor whose Tender is accepted will be required to furnish by way of Security Deposit for the due fulfilment of his contract sums under :-

@ 5% of the Tendered value of contract put to Tender without limit. The Security Deposit will be collected by deduction @ 5% (five percentage) from the running bills of the contractor and the Earnest Money, if deposited at the time of Tender will be treated a part of Security Deposit. The Security Deposit will be in addition to the Performance Guarantee. The Security Deposit shall not earn any interest. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the contractor by FCI on any account whatsoever

The Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Food Corporation of India against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Security Deposit. The Engineer-in-charge shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation. The decision of the Engineer-in-charge in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractors.

The Security Deposit of the contractor shall not be refunded before the expiry of twelve months (6 months in the case of any work costing to ₹. 10,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Documents required are as follows	
1	GST Registration Certificate
2	PAN card
3	Self declaration certificate in case of OEM i.e Blue Star Ltd/ Work specific authorization in case of authorized dealer of Blue Star Ltd.
4	Copy of Financial turnover certificate (mentioning UDIN No.) for previous three years (F.Y 2022-23, F.Y 2023-24, F.Y 2024-25) issued by Chartered Accountant with minimum average turnover of Rs 9 Lakhs.
5.1	<p>Experience in CPWD/State P.W.Ds/ M.E.S./ Railway/ Public Sector Undertakings / Enterprises of the Central Government /State Government who have satisfactorily completed during the last Seven years, ending last day of the month previous to the one in which the Tenders are invited at least three similar nature* of work of AMC of Air</p> <p>Conditioners of costing not less than the amount equal to 40% of the estimated cost put to Tender or two similar works* costing not less than the amount equal to 60% of the estimated cost put to Tender or One similar works* of aggregate cost not less than the amount equal to 80% of the estimated cost put to Tender, in any of the Organization listed above.(Note: -*similar work/similar nature of work is in reference to AMC of Air Conditioning System)</p>
5.2	Copy of work experience certificate in CPWD/State P.W.Ds/ M.E.S./ Railway/ Public Sector Undertakings / Enterprises of the Central Government /State Government Of similar nature of work of AMC of Air Conditioners of minimum one years
6	Proof of availability of Office of Service Providers in the Mumbai

7	<p>Copies of Registration certificate under Indian Partnership Act in case of Partnership Firm</p> <p>/ Company Incorporation certificate in case of Ltd. Company/Self declaration or Affidavit or affidavit of power of attorney in case of proprietary firm and other documents as per the conditions stipulated below:-</p> <p>a) A Person or persons shall state their capacity/designation i.e. Sole proprietor/Director/ Partner/Power of attorney holder/Authorized signatory while uploading/ submitting/ signing the tender document.</p> <p>b) In case of Proprietary firm, submitting the tender through his Attorney / Authorized signatory/Manager, shall submit/upload the Authenticated document duly executed on non-judicial stamp paper duly Notarized/ Registered. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted stating that the validity of power of attorney/ Authorization is valid on the date of tender submission.</p> <p>c) In case of Partnership firm, the names of all partner should be disclosed and the tender shall be signed by all the partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copies of registration certificate under Indian Partnership Act issued by Registrar of Firms in respect of partnership firm, Deed of Partnership, power of attorney duly executed on a non-judicial stamp paper of appropriate value duly Registered / Notarized. If period of validity of Power of attorney is not specified therein, an affidavit from the firm stating that Power of attorney valid on the date of tender submission.</p> <p>d) In case of Limited Company, the names and addresses of all the Directors, Bankers and Auditors shall be mentioned and it shall be certified that the person signing/ submitting the tender is empowered to do so on behalf of the company. Scanned copies of Memorandum and Articles of Association of the company, Certificate of Incorporation issued by Registrar of Companies, resolution of Board of Directors (BOD) authorizing the signatory to sign the tender shall be uploaded. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted to that effect stating the validity of Board resolution/ Authorization valid on the date of tender submission.</p> <p>e) The "Power of Attorney" should be signed by all the partners in case of Partnership firm, by the Proprietor in case of Proprietary firm, and by the Directors in case of Limited Company</p>
8	<p>Copy of NEFT/RTGS submitting Earnest Money Deposit (EMD) amounting to Rs. 37,000.00</p>

SERVICE LEVEL AGREEMENT AND PACKAGE

For OPERATION AND PREVENTIVE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR CONDITIONING UNITS INSTALLED AT FCI ZO/RO BUILDING, BORIVALI, MUMBAI

(Note: Since the AC Units at FCI Office Building consists mainly of Ducted Split AC, Wall Split AC and Cassette AC, hence may be nomenclated under HVAC System)

1. Preamble

A. All Operation and Maintenance of HVAC System service contracts placed through GeM shall be governed by the following set of Terms and Conditions:

I. General terms and conditions for Goods and Services.

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service-specific STC which supersedes GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, the Stakeholder's obligation, and the terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
- Present a clear, concise and measurable description of services offered to the buyer.
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

3. Stakeholders The main stakeholders associated are:

- a. Buyer: The buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.
- b. Service Provider: The service provider is responsible to provide all the required services in a timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller/ supplier/ bidder/ contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.

4. Service Scope

4.1 Introduction The Operation and Maintenance of HVAC system and its machines and equipment are required by the buyers for smooth working and performance of the HVAC System and allied equipment. The work will comprise of regular maintenance/preventive maintenance of HVAC System and allied equipment and machines as mentioned by the buyer in the bid documents.

The operations of HVAC system and its machines and equipment will be as per the requirement of buyer and might be required round-the-clock. Regular checking of parameters is required for the smooth operation of the system. All measures should be taken by the service provider to operate the system satisfactorily.

4.2 Scope of Work

- i). The scope of work includes operation (as applicable), servicing, repairing and mai

aintenance of Heating, Ventilation and Air Conditioning System Installation.

ii). Shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete HVAC System including but not limited to System Power cables, Internal & External Electrical wiring and installations etc. and as mentioned by the buyer in bid documents.

iii). Adherence to various obligations as mentioned under service provider's obligations.

5. Terms and Conditions

5.1 Buyer's Obligations

i. The buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate operation and maintenance of the HVAC system.

ii. The buyer shall provide access and adequate space to the authorized personnel of the service provider to work in the specified area.

iii. The buyer will provide water and electricity on a continuous basis.

iv. If needed the complete layout of site/location/building where HVAC system is installed/operational are placed and complete drawings, technical specification of equipment/machines etc. shall be provided to service provider.

v. The items not included in scope of the service (i.e., to be provided by buyer), if any, shall be provided by the buyer in a timely manner for smooth running of O&M service.

vi. The buyer must notify to the designated representative of the service provider, as soon as possible after the buyer becomes aware of them;

a. For any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.

b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services.

vii. The buyer can issue instructions as may be necessary or appropriate for the prompt and effective implementation of the services to officials, agents and representatives, of the service provider

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Standard Service Provider Obligations

i. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.

ii. A complaint escalation matrix is to be provided by service provider.

iii. The service provider shall attend to emergency works in time. No extra payment will

be made for working on odd hours for emergency works.

iv. The service provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff/workers.

v. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.

vi. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.

vii. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.

viii. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.

ix. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.

x. The service provider shall be responsible for any type of statutory/mandatory claims or penalties considering the default with reference to the above-mentioned Laws/Acts/Rules.

xi. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.

xii. It is the responsibility of the service provider to disburse wages timely to all its deployed personnel. The buyer has no responsibility in this regard.

xiii. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by buyer.

xiv. The service provider shall produce to the buyer the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time or as required by buyer.

xv. Attendance of manpower shall be entered in the attendance register on regular basis. The same shall be made available for verification to the buyer/buyer's authorized representative, as and when required.

xvi. Tax deduction/collection at source for the service provider shall be governed by the prevailing rules.

xvii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.

a. The service provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.

b. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification and experience of the said manpower should be certified by the service provider.

c. The personnel being deployed shall ordinarily be continued and should not be chan

ged without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The service provider shall not deploy or shall discontinue deploying such person(s).

xviii. The service provider shall get the police verification done for all its deployed personnel at site

xix. The service provider shall ensure medical fitness of all its deployed personnel at site.

xx. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.

a. In an event that the service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke a penalty and the buyer shall have the

right to recover damages as per the provisions of the contract. b. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them. xxi. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the buyer. However, the Workmen/Supervisors can be called upon at any time and they must work on holidays/rest days also, if necessary, based on the demand of work. xxii. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the buyer/ buyer's representative for verification and endorsement, if required. xxiii. The service provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the buyer. xxiv. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost. xxv. The service provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this contract covering the scope of work. xxvi. The service provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines. xxvii. The service provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work. xxviii. The service provider shall deploy the manpower as mentioned by the buyer in the contract. xxix. The service provider shall submit a monthly report and a comprehensive report after each preventive maintenance to buyer/buyer's authorized representative. The format of the report shall be jointly agreed upon at the start of contract between the buyer and the service provider. xxx. Deployed manpower should be capable of taking up any repair & maintenance work of his area of the system independently. The service provider's supervisor shall ensure that his manpower is always available at the site. xxxi. In case any loss is incurred by the buyer owing to the negligence or mishandling by the deployed personnel of the service provider, the service provider shall be responsible to make good the losses suffered by the buyer, subject to GTC provisions on limitation. xxxii. Any damages caused by the service provider in existing facilities while carrying out the work shall be made good by the service provider to buyer's entire satisfaction at their own risk and cost. xxxiii. The service provider shall, at all times, make and keep sufficient copies of the Drawings, Specifications etc. which are required by them to fulfil their duties under the contract. xxxiv. The location for reporting shall be provided by the buyer to the service provider. xxxv. In case of hazardous nature of work, the service provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.

xxxvi. The service provider shall provide prior information to the buyer and obtain necessary approvals, for any hazardous material being brought to the site and service provider shall ensure safe and secure storage and usage of such material. xxxvii. All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract. xxxviii. The service provider must leave work areas in a clean, tidy and safe condition at the end of each working period. xxxix. No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the buyer/authority in charge. xl. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the buyer's premises, the violation will attract suitable penalty. xli. The service provider must ensure that their personnel do not report for dut

y in inebriated state. Any violation will attract suitable penalty on the service provider xlii. The service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the service provider's own expenses and the buyer will be indemnified for any material/personnel loss of the service provider. xliii. Facilities for Workmen a. The service provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment. b. The service provider shall provide at the site adequate supply of drinking water, other water for use and other facilities to meet the statutory requirements. c. If any illness of an epidemic/pandemic nature breaks out, the service provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the

Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it. d. The service provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbourhood of the work. e. The service provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-service providers/contractors as well. f. The service provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the buyer or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair. xlv. All spare parts or consumables to be supplied by the service provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the buyer. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating. xlvi. The service provider shall clearly intimate, well in advance, any special storage/protection requirements for spare parts/consumables under their scope of supply. In case spare parts/consumables are to be provided by buyer, the Service Provider will maintain inventories and follow up with the buyer/authorized representative of the buyer, for regular supplies of such material. The service provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables. xlvii. In case spare parts/consumables are to be provided by the buyer, old and used spares/items shall be returned by the service provider to the buyer immediately after completion of job/work. xlviii. If the spare parts/consumables issued by the buyer are found to be misused or wasted by the service provider, the service provider shall be liable to pay compensation as may be fixed by the buyer. xlix. The service provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.

l. Insurance: The service provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the service provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of service provider or not, if caused by the action of negligence on the part of the service provider. The buyer will not share any responsibility or liability fully or partly on above. The decision of the buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

5.3 Service Specific Service Provider Obligations i. The service provider shall take due care so that the HVAC system do not lead to major breakdown. In the event of any breakdown, the same shall be rectified immediately failing which such rectification shall be done at the risk and cost of the service provider. Similarly, if any breakdown takes place due to the negligence of service provider, the whole component has to be replaced/ rectified by the service provider to bring it to the original condition immediately. ii. The service provider shall undertake performance test (capacity, airflow, water flow rate, Coefficient of Performance (COP) of chilling unit etc.) of each plant during peak summer in presence of buyers representative. The performance test shall be recorded so that

at buyer can understand the healthiness of the plant/ system/ equipment iii. The service provider shall undertake overhauling of compressor/ chilling units as per the service schedule iv. The service provider to provide oil/ refrigerant as and when required for proper functioning of HVAC Plant systems, if applicable. v. The service provider shall check electrical overload protection system and other electrical system and rectify/replace the electrical component/cable etc. vi. The service provider shall undertake following activities (as applicable based on the plant type): a. Operate and maintain Heat & Ventilation Air conditioning System, associated protection equipment's, cables, control cables, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system etc. and their associated switchgear etc. round the clock throughout the contract duration. b. Maintain the Internal and Electrical Installations fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the contract duration. c. Ensure the effective cooling of HVAC system d. Check/clean of VRF outer door unit/AHU Filters at least once in week or as mentioned by the buyer e. Check and replace, if necessary and applicable the performance of all operational safeties at least once in three months or as mentioned by the buyer f. Check and clean all electrical fittings including fans on at least once in a month or as mentioned by the buyer g. Check electrical circuits and rectify faults as and when necessary h. Clean, tighten electrical contact points at least once a month or as mentioned by the buyer i. Tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary and at least once in three months or as mentioned by the buyer. Also, re-terminate the heated-up contacts and replace cabling/wiring as and when necessary j. Ensure that the control circuitry of all the systems are perfectly working k. Any other activity as assigned by the buyer essentially required for keeping the equipment in good healthy working conditions

5.4 Safeguarding of proprietary and confidential information

- i. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in Physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.
- ii. Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- iii. Ownership and retention of Documents: Buyer shall own the documents, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the Service Provider shall deliver to buyer all documents provided by or originating from buyer and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost.

5.5 Independent Contractors The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under

this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising

sing out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

6. SLA Penalties and Termination

S No.	Description of default	Penalty
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Non resolution of complaints for breakdowns where spare parts are not repaired/replaced	If complaint is resolved within two days- No penalty If complaint is not resolved within two days - Penalty of INR 1,000 per day after time period of resolution of complaint
3.	Non resolution of complaints for breakdowns where spare parts/major AC parts are repaired/replaced	If complaint is resolved within ten days- No penalty If complaint is not resolved within ten days- Penalty of INR 1,000 per day after time period of resolution of complaint
4.	Downtime of plants, machines and equipment due to the fault attributable to the service provider	Penalty as defined at Sr. No. 3
5.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	1 st Instance - 0.05% of the contract value and replacement of resource 2 nd Instance - 0.1% of the contract value and replacement of resource 3 rd Instance onwards - 0.2% of the contract value and replacement of resource The buyer can take further action as deemed fit by competent authority at buyer's end.

6.	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables/spare parts following penalties: 1 st Instance - 0.5% of the contract value 2 nd Instance - 1% of the contract value 3 rd Instance onwards - 2% of the contract value
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7.	Downtime of plants, machines and equipment due to the fault attributable to the service provider	Penalty as defined at Sr. No. 3
8.	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees/labours/sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 st Instance - 0.5% of the contract value 2 nd Instance - 1% of the contract value 3 rd Instance onwards - 2% of the contract value
9.	If the employee/manpower of the service provider is absent or takes leave for more than 2 days without informing or taking prior approval of the buyer	Substitute within same day failing which, penalty of 0.1 % per day of the contract value of the absent resources up to 15 days. Beyond 15 days, penalty of 0.5 % per day of the contract value
10.	Any place supposed to be manned 24 x 7 days and Competent staff not found at any time	INR 2,000 per staff per instance
11.	If cumulative penalties reach 10% of the contract value	Termination of contract

7. Payment Schedule

- i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting the penalty amount if any

8. Formulae Used

Estimated Total Price =

$A*B*C$ Where,

A = Price Quoted by the service provider (to be quoted by the service provider on per month basis)

B = Number of machines/equipment for which Operation and Maintenance Service is required (to be quoted by the buyer). This should be kept as 1 in case Operation and Maintenance Service is required for complete system.

C = Duration for which Operation and Maintenance Service is required (To be mentioned by the buyer in months)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers 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 [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---