



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3695190  
Dated/दिनांक : 19-07-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-08-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-08-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Commerce And Industry
Department Name/विभाग का नाम	Department Of Industrial Policy And Promotion
Organisation Name/संगठन का नाम	National Institute Of Design (nid)
Office Name/कार्यालय का नाम	Nid Haryana Kurukshetra
Item Category/मद केटेगरी	Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System
Contract Period/अनुबंध अवधि	3 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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,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

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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
Estimated Bid Value/अनुमानित बिड मूल्य	8700000
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	50

(a). 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 :

Director  
NID Haryana Kurukshetra, Department of Industrial Policy and Promotion, National Institute of Design (NID),  
Ministry of Commerce and Industry  
(Director Nid Haryana)

#### 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.
6. 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.
7. 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.
8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

List, quantity, type, specifications and other details of Machines/Product:[1689338722.pdf](#)

Please upload scope of work:[1689338866.pdf](#)

**Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	903924	Operation And Maintenance Of Hvac System (heating, Ventilation And Air Conditioning System) - Complete System	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item) : 1
Schedule 2	7796076	Operation And Maintenance Of Hvac System (heating, Ventilation And Air Conditioning System) - Complete System	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item) : 1

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
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)	Functional but outside AMC and Warranty
Number of Dedicated managerial/supervisory staff required	NA
Duty hours of dedicated managerial/supervisory staff	NA
Working days in a week for managerial/supervisory staff	NA
Number of dedicated skilled manpower required	1
Duty hours of dedicated skilled manpower	8hrs/day
Working days in a week for skilled manpower	6 days
Number of dedicated semi-skilled manpower required	NA
Duty hours of dedicated semi-skilled manpower	NA
Working days in a week for semi-skilled manpower	NA
Number of dedicated unskilled manpower required	NA
Duty hours of dedicated unskilled manpower	NA
Working days in a week for unskilled manpower	NA

Specification	Values
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)
The Bidder shall be an Indian Proprietary firm, Partnership firm or Company registered under respective act(s)	Yes
The bidding entity should be a profit making one in the preceding three financial years	Yes
Authorization letter from Original Equipment Manufacturer (OEM) indicating Onsite Support must be submitted	Yes
Service Provider should not be blacklisted by any Central or State Government or Public Sector Undertaking or Any other Government Agency in India at the time of Bid submission	Yes
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Shiwendu Kumar	136131,National Institute of Design Haryana National Highway 44, Village Umri Kurukshetra, Haryana-136131 GSTIN No. 06AADAN0821C1Z9	1	<ul style="list-style-type: none"> <li>Number of months for which Operations &amp; Maintenance service is required during contract period : 36</li> </ul>

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
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)	Functional but outside AMC and Warranty
Number of Dedicated managerial/supervisory staff required	NA
Duty hours of dedicated managerial/supervisory staff	NA
Working days in a week for managerial/supervisory staff	NA
Number of dedicated skilled manpower required	NA
Duty hours of dedicated skilled manpower	NA
Working days in a week for skilled manpower	NA
Number of dedicated semi-skilled manpower required	NA
Duty hours of dedicated semi-skilled manpower	NA
Working days in a week for semi-skilled manpower	NA
Number of dedicated unskilled manpower required	NA
Duty hours of dedicated unskilled manpower	NA
Working days in a week for unskilled manpower	NA
Cost of consumable/Material	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)
The Bidder shall be an Indian Proprietary firm, Partnership firm or Company registered under respective act(s)	Yes
The bidding entity should be a profit making one in the preceding three financial years	Yes
Authorization letter from Original Equipment Manufacturer (OEM) indicating Onsite Support must be submitted	Yes
Service Provider should not be blacklisted by any Central or State Government or Public Sector Undertaking or Any other Government Agency in India at the time of Bid submission	Yes
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Shiwendu Kumar	136131,National Institute of Design Haryana National Highway 44, Village Umri Kurukshetra, Haryana-136131 GSTIN No. 06AADAN0821C1Z9	1	<ul style="list-style-type: none"><li>Number of months for which Operations &amp; Maintenance service is required during contract period : 36</li></ul>

**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. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Payment**

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

**4. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NATIONAL INSTITUTE OF DESIGN HARYANA  
payable at  
KURUKSHETRA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NATIONAL INSTITUTE OF DESIGN HARYANA KURUKSHETRA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director NID Haryana

Account No.

36539944010

IFSC Code

SBIN0006615

Bank Name

State Bank of India

Branch address

MINI SECRETARIATE, KURUKSHETRA

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## 7. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

### **Buyer's additional Scope of Works and Additional Terms & Conditions**

Comprehensive maintenance and operation contract of HVAC system (VRV/VRF of Daikin make) in stalled at NID Haryana Campus.

1. To provide comprehensive maintenance and operation of HVAC systems( **VRV/VRF of Daikin make HVAC system with total capacity 652 HP including its all allied parts and fittings** ) ( **Refer Evaluation Schedule-2 for estimate- this item is without deployment of Technician for O&M on daily basis** ) installed at NID Haryana campus wherein the seller shall be responsible for regular inspection, checking, cleaning, servicing, up-keeping, maintenance and operation comprehensively for entire HVAC system consisting Indoor units, outdoor units, ducts, piping, insulation, hangers, HVAC dedicated electrical parts and panel of HVAC system, drains of HVAC system , Remotes, Intelligent Central Control System, Inline fans, Propeller/Exhaust Fans, Axial Flow fans and other integrated parts and fittings of HVAC system.
2. The scope of above works shall cover all electrical parts and accessories/ components such as pump, compressor, Electro De-ion Module, all defective consumables/non-consumables items /spare parts etc without any extra cost and deployment of HVAC technician for operation and should be capable of taking up any repair & maintenance works of his area of the system independently in order to ensure to smooth functioning of HVAC system etc.

The inventory details attached shall be referred.

3. **Deployment of HVAC technician ( if applicable)- (Refer Evaluation Schedule-1 for estimate- this item is for deployment of Technician for O&M on daily basis ) as per following credentials:**



**Total Nos of Technician -1**

**Working Time: 8 Hrs**

**No of working days per week: 6 days**

**Category:** Skilled.

**Age:** Above 18 and below 50.

**Minimum Educational and professional qualification:** Candidates must have completed ITI in HVAC/Refrigeration or its equivalent from a recognized institution.

**Experience:** In relevant field minimum 2 year.

**Wages:** To ensure Minimum wages of Skilled Category prescribed by Central Labour Commissioner (CLC), Gol time to time. Presently, Minimum wages is RS. 695/Month plus other applicable statutory payments.

4. The sellers are advised to visit the campus and inspect the entire HVAC system and shall consider all required maintenance/replacement for smooth functioning of entire HVAC system before participating and quoting the price in bid process. No extra payment shall be made other than the contract value.

The seller should complete all pre-maintenance works, if any within 21 days from the date of award of work. The site can be visited upto one day before the bid closing date.

All such cost shall be considered by the seller before quoting the price. No extra payment shall be made by the buyer for pre-maintenance works

5. The minimum wages of state/central government (as applicable) and adopted by the institute will be payable to all employees engaged under the contract unless specified separately by the buyer. The seller shall be eligible for payment of difference amount of deployed technician -1 No. in case of increase of minimum wages by CLC, Gol.
6. **Considering the system is of high end specialized item, only OEM and OEM authorized service providers are eligible for participating in bid.**
7. The seller shall use only genuine OEM spare parts for repair and replacement.
8. The buyer if considered necessary may constitute a committee with a composition of following for conducting skill test or written test or personal interaction or Presentation or Personal Interview of manpower for selection for deployment in institute through the seller.
  - a. One Institute Representative-Admin
  - b. One Institute Representative-User
  - d. Two/One Representative of Seller
9. The seller shall not be allowed to remove or include any staff without prior written information with reasons to Institute/buyer.
10. In cases when the seller fails to deploy the requisite manpower within the stipulated time period, the buyer in such cases shall have the power to engage the suitable candidate and shall inform the seller for inclusion of name of the candidate in their records for payment of salary and other formalities.
11. In cases when the seller fails to make payment of salary and others to the deployed staff within the stipulated time period, the buyer shall have the power to disburse the salary directly to the deployed staff and recover the corresponding amount from the seller.

12. The Buyer shall have power to utilize the manpower for any other relevant task or post.
13. Wages to the workmen should be paid on or before the 7<sup>th</sup> of the subsequent month. If 7<sup>th</sup> falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF/ESI C/Statutory dues for the month, both the Employer's (in this case Seller) and Employee's (in this case workman employed by the Seller) contributions should be deposited and challan obtained before the 15<sup>th</sup> of the subsequent month and forwarded to the Institute.
14. In case of failure of the Seller to comply with any of the above, the following action shall be taken by the Institute:

Sl	Lapse	Action by the Institute
1	Non-working of AC (any unit) for more than 2 days due to any reasons pertaining to the scope of contract	Penalty Amount equivalent 0.1% of quarterly bill value per day and maximum limit upto 10% of contract value.
2	Payment of wages at rates less than those notified under the Minimum wages notification	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Government, applicable for the period less actual wages paid shall be recoverable from the bills of the Seller.
3	Non-payment of wages within prescribed time.	An amount equivalent to wages payable by the Seller applicable for the relevant period shall be recoverable from the bills of the Seller.
4	Non- deposit/ delay of statutory contributions within prescribed time	Recovery of statutory dues amount and an amount equivalent to maximum penalty leviable by the statutory authorities for the delayed period under the provisions of the applicable Act and rules framed there under for delayed remittance shall be recoverable from the bills of the Seller.

15. Payment Timeline: Payment shall be made on a quarterly basis within 30 days of receipt of bills subject to submission of all relevant documents and satisfactory completion of deployment and payment of all wages and statutory dues, if any.
16. The performance of the seller during the contract will be evaluated/reviewed after every six-month period. In case of unsatisfactory performance, the contract may be terminated forthwith. The decision of the buyer/institute in the above case will be final and binding.
17. The seller shall not assign the contract in whole or part without obtaining the prior written consent of the buyer.
18. The seller shall provide the dedicated contact No. and email Id for service support.
19. The duration of the service contract may be extended further up to one year beyond the initial contract duration subject to satisfactory performance and mutual consent.
20. The performance security deposit shall be returned after 60 days to the seller on the expiry of the contract period on furnishing usual clearance/No demand Certificate. The security deposit shall be returned on the expiry and termination of the contract subject to conditions that the seller has indemnified the buyer for all pending dues any. The seller while requesting for release of the performance security deposits shall certify that all payments including Labour Laws obligations have been fulfilled and that the buyer shall not be responsible for such payments to the staff arising out of the decision of the labour court, if any.

21. Buyer added specific clause/condition and scope of works will supersede the relevant clause of GEM in cases of any ambiguity.
22. The seller shall also comply with the scope of works (copy attached) for the services mentioned by buyer as attachment in bid document.
23. Others as per service level agreements, General Terms and conditions of the contract.
24. If any HVAC unit is disposed during the contract period or is otherwise taken out of use, the payment of CAMC charges will be made only till the HVAC unit remained in use on pro-rata basis.
25. The seller should maintain adequate stock of spare parts for ready replacement. The seller may use/takeaway the dead/faulty materials/parts of HVAC system.  
Specials Points.
26. The seller shall provide the free services for repair and replacement of any parts/fittings in cases of any damage happened due to physical means, natural calamities/fire, consequent effects of other systems/fittings (any things other than HVAC system) running parallel/along with HVAC system which are beyond the purview/control of the system covered under CAMC. In such cases only, the buyer shall provide the materials for the same. Further, the seller shall assist the buyer in arranging such materials on payment basis. The buyer shall examine the damage and its cause. The decision of buyer in such case will be final binding to the seller.
27. The finishing such as fading of colour, dent, scratch, rust shall not be covered under CAMC. However, the seller shall be responsible for all preventive/corrective maintenance required for up keeping of all system functional.

#### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Refer Buyer added bid specific scope of works(SOW)

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#### 9. **Service & Support**

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

#### 10. **Service & Support**

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

#### 11. **Past Project Experience**

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

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---