



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/4290541 Dated/दिनांक : 22-12-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-01-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-01-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Earth Sciences	
Department Name/विभाग का नाम	Department Of Earth Sciences	
Organisation Name/संगठन का नाम	National Centre For Antarctic And Ocean Research (ncaor)	
Office Name/कार्यालय का नाम	Goa	
ltem Category/मद केटेगरी	AMC / CMC of Fire Extinguishers - Institutional; Foam Based Fire Extinguisher , AMC / CMC of Fire Extinguishers - Institutional; Water Based Fire Extinguisher , AMC / CMC of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher , AMC / CMC of Fire Extinguishers - Institutional; Dry Powder Fire Extinguisher , AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छ्ट	No	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid∕बिंड का प्रकार	Single 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	618430	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	18500

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी:

Directo

National Centre for Polar and Ocean Research Ministry of Earth Sciences, Government of India Headland Sada,

Vasco-da-Gama	, Goa	403	804,	India
(Director Ncpor	)			

### Splitting/विभाजन

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

## MII Compliance/एमआईआई अन्पालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 4. 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.
- 5. 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.

#### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Price Break UP - <u>1703047470.xlsx</u>

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

Total experience in providing AMC Services of Fire Extinguishers to government departments, public sector companies, and government autonomous organizations:1. The bidder should have work experience of repair & maintenance of Fire Fighting Systems i.e. Fire Extinguishers, Fire Hydrant, Sprinkler, etc. 2. The bidder should have completed at least one single FE work of Rs.5 lakh or above OR Two FE works of Rs. 3 lakh or above OR Three FE works of 2.50 lakh or above during last Seven years ending March 2023. (FE work means work of repair & maintenance of Fire Fighting Systems i.e. Fire Extinguishers, Fire Hydrant, Sprinkler, etc.)

**Geographic Presence in states:**The Contractor should have a functional office in Goa. Appropriate documentary proof to be submitted in line with the same i.e. electricity bill or rental agreement or water connection bill etc.

Details of the premise: 1701850835.pdf

Scope of Work: 1703047535.pdf

## AMC / CMC Of Fire Extinguishers - Institutional; Foam Based Fire Extinguisher (8)

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Foam Based Fire Extinguisher	
Fire Extinguisher Capacity	9 Liters	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

### 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	8	Number of Months of Contract : 12

## AMC / CMC Of Fire Extinguishers - Institutional; Water Based Fire Extinguisher (11)

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Water Based Fire Extinguisher	
Fire Extinguisher Capacity	9 Liters	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

# 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	11	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 1 )

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher	
Fire Extinguisher Capacity	23 kgs	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	

Specification	Values
Addon(s)/एडऑन	

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./ सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 6 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher	
Fire Extinguisher Capacity	17 kgs	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

## 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	6	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher (1)

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher	
Fire Extinguisher Capacity	9 Kg	
Type of Contract Comprehensive		
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

## 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 8 )

Specification	Values		
Core			
Type of Building	Institutional		
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher		
Fire Extinguisher Capacity	7 Kg		
Type of Contract	Comprehensive		
Cost of Consumables / Materials	Not-Applicable		
Age of Fire Extinguisher	More than 5 Years		
State	NA		
Addon(s)/एडऑन			

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	8	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 36 )

Specification	Values
Core	
Type of Building	Institutional
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher
Fire Extinguisher Capacity	5 Kg
Type of Contract	Comprehensive
Cost of Consumables / Materials	Not-Applicable
Age of Fire Extinguisher	More than 5 Years
State	NA
Addon(s)/एडऑन	

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	36	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 11 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher	
Fire Extinguisher Capacity	3 Kg	
Type of Contract Comprehensive		
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State NA		
Addon(s)/एडऑन		

## 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	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	11	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Carbon Dioxide Fire Extinguisher ( 4 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Carbon Dioxide Fire Extinguisher	
Fire Extinguisher Capacity	2 Kg	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No सं	<del>ਸਮੇਲਿਤੀ /ਮਿਸੇਟਿੰਗ</del>	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	4	Number of Months of Contract : 12

## AMC / CMC Of Fire Extinguishers - Institutional; Dry Powder Fire Extinguisher ( 10 )

Specification	Values
Core	
Type of Building	Institutional
Type of Fire Extinguisher	Dry Powder Fire Extinguisher
Fire Extinguisher Capacity	9 Kg
Type of Contract	Comprehensive
Cost of Consumables / Materials	Not-Applicable
Age of Fire Extinguisher	More than 5 Years
State	NA
Addon(s)/एडऑन	

# Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	10	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Dry Powder Fire Extinguisher ( 31 )

Specification	Values
Core	
Type of Building	Institutional
Type of Fire Extinguisher	Dry Powder Fire Extinguisher
Fire Extinguisher Capacity	6 Kg
Type of Contract	Comprehensive
Cost of Consumables / Materials	Not-Applicable
Age of Fire Extinguisher	More than 5 Years
State	NA
Addon(s)/एडऑन	

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	31	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Dry Powder Fire Extinguisher ( 3 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Building	Institutional	
Type of Fire Extinguisher	Dry Powder Fire Extinguisher	
Fire Extinguisher Capacity	5 Kg	
Type of Contract	Comprehensive	
Cost of Consumables / Materials	Not-Applicable	
Age of Fire Extinguisher	More than 5 Years	
State	NA	
Addon(s)/एडऑन		

## 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	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	3	Number of Months of Contract : 12

# AMC / CMC Of Fire Extinguishers - Institutional; Dry Powder Fire Extinguisher (35)

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Building	Institutional
Type of Fire Extinguisher	Dry Powder Fire Extinguisher
Fire Extinguisher Capacity	2 Kg
Type of Contract	Comprehensive
Cost of Consumables / Materials	Not-Applicable
Age of Fire Extinguisher	More than 5 Years
State	NA
Addon(s)/एडऑन	

## 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804, Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	35	Number of Months of Contract : 12

## AMC / CMC Of Fire Detection, Fire Alarm, Fire Hydrant And Sprinkler System (1)

Specificatio n	Values			
Core				
Type of Building	Institutional			
Type of System	Fire Hydrant System			
Equipments	Control Module , Monitor Module , Battery , Water Buckets , Sand Buckets , Electric Pump With Monoblock , Pump With Diesel Genset , Hydrant Valves , Hose Box , Hose Reel , Fire Hydrant Control Panel , Fire Hydrant Nozzle , Fire Hydrant Hose Pipes , Foam Type Nozzle , GI Pipes , CI Pipes , Steel Pipes			
Type of Contract	Comprehensive			
Cost for Consumables / Materials	Not Applicable			
Age of System / Equipments	More Than 5 Years			
Addon(s)/एडऑन				
Additional One Time Repair Cost of the System	NA			

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Months of the Contract Period	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	N/A

# AMC / CMC Of Fire Detection, Fire Alarm, Fire Hydrant And Sprinkler System ( 1 )

Specification	Values				
Core					

Specification	Values		
Type of Building	Institutional		
Type of System	Sprinkler System		
Equipments	Control Module , Monitor Module , Battery , Water Buckets , Sand Buckets , Electric Pump With Monoblock , Pump With Diesel Genset , Gl Pipes , Cl Pipes , Steel Pipes , Sprinkler System Control Panel , Sprinklers		
Type of Contract	Comprehensive		
Cost for Consumables/ Materials	Not Applicable		
Age of System / Equipments	More Than 5 Years		
Addon(s)/एडऑन			
Additional One Time Repair Cost of the System	NA NA		

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Months of the Contract Period	Additional Requirement/अतिरिक्त आवश्यकता
1	Ravikant Sharma	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	N/A

# 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. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 4. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

2 year

Shelf Life. On the date of supply, minimum

2 year

usable shelf life should be available / balance.

#### 5. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

**NCAOR** 

Account No.

10153336180

IFSC Code

SBIN0004116

Bank Name

State Bank of India

Branch address

State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-G ama Goa – 403 802, India

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 7. 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

**NCAOR** 

Account No.

10153336180

IFSC Code

SBIN0004116

Bank Name

State Bank of India

Branch address

State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-G ama Goa – 403 802, India

. 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.

## 8. Certificates

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

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

File Attachment Click here to view the file.

#### 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **GENERAL TERMS AND CONDITIONS**

- 1. All materials used shall be as per specifications and ISI marked where ever applicable. ISI marking ref erred to latest BIS code as published by Bureau of Indian Standards.
- 2. All measurements shall be at actual and as per site condition. No allowances shall be permitted for r ough cast surfaces or for any aesthetical paintings, design bands, etc. Joint measurement shall be re corded with the Engineer.
- The safe custody and upkeep of various items/equipments/tools & plants of various categories of works brought to site is the sole responsibility of the Contractor and he shall employ sufficient supervisor y personnel to ensure the safety of these items.
   While executing/ assembly of the work the Contractor shall ensure that existing cables/pipe lines/stru
- 4. While executing/ assembly of the work the Contractor shall ensure that existing cables/pipe lines/stru ctures/fittings are not damaged and if due to his negligence, these are damaged, the same shall be se t right with no extra cost to the employer.
- 5. The Contractor shall co-ordinate his work with other agencies employed by the employer and ensure that the works of other agencies are not hampered in any way during the duration of the contract.
- 6. After the work is completed, the Contractor shall clean all the external surroundings, premise etc. to the satisfaction of the Engineer In-charge.
- 7. Materials shall be brought as supplied by the manufacturer and got approved before being used on the work after inspected and approved by engineer.
- 8. The tenderer may visit the site and study the work involved vis-à-vis the quantity and specification be fore submission of bid. If any discrepancy is observed the same should be brought to the notice of the engineer.
- Contractor shall provide all necessary tools and plants and safety devices etc. to the workmen as req uired.
- 10. The Contractor shall submit, at the expense of the Contractor, to the Engineer the material samples a nd relevant information, for pre-construction review and approval.
- 12. The Engineer shall make any variation of the form as specified below, be necessary and for that purpos e, he shall have the authority to instruct the Contractor to do after taking necessary approval of the E mployer and the Contractor shall do any of the following:
  - (a) Increase or decrease the quantity of any work included in the Contract,
  - (b) Omit any such work,
  - (c) Change the character or quality or kind of any such work,
  - (d) Change the levels, lines, position and dimensions of any part of the Works,
  - (e) Execute additional work of any kind necessary for the completion of the Works, or
  - (f) Change any specified sequence or timing of construction of any part of the Works.
- 13. **Corona Pandemic Precautions**: It is very important that Contractor should ensure that workers, lab ours deployed by him should not be sick & suffering from any illness. All your workers must use face mas ks, maintain social distancing, use sanitizer/wash hands & strictly follow guidelines of MoHFW, Govt. of Indi a for COVID pandemic situation.

## STANDARD TERMS AND CONDITIONS OF THE CONTRACT

### 1. INTERPRETATION:

- a. In construing these conditions the Specifications, the Schedule of Rates, additional Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- b. The contract shall comprise of the Articles of Agreement, General Conditions of Contract, Additio nal Conditions, Scope of Work, the Schedule of Rates, Specifications, Drawings, Work Order, Work Order A cceptance and other documents mentioned in the tender.

WORK OR WORKS: shall mean all work or works defined in Schedule of Rates. Specifications, Scope of Wor

k and such other work or works as the Contractor may be entrusted with for carrying out under the contract.

EMPLOYER: shall mean the Director, NCPOR (National Centre for Polar & Ocean Research) or any Officer au thorized by the Director for the purpose.

ENGINEER: shall mean the NCPOR Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firms or Company.

SITE: shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the Contractor's use.

#### CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- a. The Contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract, be supplied by the Employer), Plants, tools, appliances, implements, ladders, scaffolding, temporary works etc. requisite for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage the refore to and from the work. The Contractor shall also supply without any extra cost the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and /or from his Security Deposit.
- b. The Contractor should personally supervise each work till completion or may appoint a qualified Supervisor, pre-approved by the Engineer till the completion of work.

No separate supervision charges will be paid.

- c. NCPOR shall provide requisite quantity of water, electricity for carrying out the work free of cost, subject to availability in the NCPOR campus.
- d. The Employer on no account shall be responsible for the expenses incurred by the Contractor for anything hired, which the Contractor needs to complete the ordered work.

#### 3. DUTIES & TAXES

Rates quoted by the Contractor shall include excise and all duties, octroi, toll tax, levies, royalties and all o ther taxes in respect of this contract. Goods and Service Tax (GST) as applicable is to be stated specifically in the prescribed columns of the price bid. In absence of any such stipulation, it will be presumed that rate s quoted are inclusive GST and no claim whatsoever in this respect will be entertained later.

Bidders may quote the current GST rate in the bid document but for the bid evaluation purpose a uniform GST rate 18% will be considered for all items for all bids. But payment will be made to the Contractor as per the GST quoted by him or as per the prevailing GST rate against submission of documentary evidence.

### 4. MODE OF PAYMENT

Payment to the Contractor will be made within 30 days upon submission of bill in duplicate after satisfactory completion of the entire work as per the actual quantity executed after deduction of statutory taxes. No part payment / advance will be made. [As per the Govt. of India norms, payment to the Contract ors are made online through Public Financial Management System (PFMS). The Contractor should submit h is bank & other details in the prescribed format along with the bill.]

### TESTING OF MATERIALS

The Contractor shall provide assistance, instruments, materials, labour and any other arrangement normal ly required for testing, checking of materials and workmanship as stipulated in the specifications and by st atutory authority at his own cost. The Employer has the right to appoint the testing authorities. The Contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing the same shall be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

## 6. SAFETY & SECURITY: The Contractor should take utmost care while executing any such

work performing at height & make proper adequate safety measures for his workers. Safety & Security of the Contractor's manpower shall be sole responsibility of the Contractor. In case of any accident occurs due to any reasons during the work, NCPOR will not be responsible in any way for it. No extra compensation shall be made to the Contractor and No claim what so ever nature will be given or paid on this account and C ontractor is fully responsible for such eventualities and he should indemnify NCPOR from such happening.

The Contractor shall provide all safety gadgets to his workers like Full Body Harness, Helmets, Shock resist ant Hand Gloves, Safety shoes, Goggles, Masks etc.

#### CONTRACTOR'S ENGINEERS/FOREMAN & WORKMEN

- a. The Contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The Contractor shall employ qualified, experienced & competent Site-Engineer/Foreman. Any directions, explanations, instructions or notices given by the NCPOR Engineer to the Contractor's Site-Engineer /Foreman or any other authorized person shall be held to be given to the Contractor.
- b. The Contractor shall on the intimation of the NCPOR Engineer immediately dismiss from the work s any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or b ehaved misconduct himself.

### 8. ACCESS

- a. The Engineer and the Employer or its representative shall at all reasonable time have free access to the works and /or workshops, factories or other places the materials are being prepared or constructed f or the contract work and also to any place where the materials are lying or from which they are being obta ined and the Contractor shall give every facility to them for inspection. Except the representatives of the E mployer or Statutory Authorities, no other person shall be allowed on the works at any time without permi ssion of the Engineer.
- b. If any work is to be done at a place other than the site of works, Contractor shall obtain written p ermission of the Engineer.

#### 9. VALUATION & PRICE FOR VARIATION

The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and /or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the Contractor may be directed to do, in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered additional or substituted work under this clause shall beworked out in accordance with the following provisions in their respective order

- a. If the rates for the altered, additional, or substituted work are specified in the contract for the work the Contractor is bound to carry out the altered additional, or substituted work at the same rates as are specified in the contract.
- b. If the rates for the altered, additional or substituted work are not specifically provided in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- c. Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of r ates of items falling under the clause.

#### 10. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- a. The Engineer shall have powers to require the removal from the site of all materials and work, wh ich in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the Contractor.
- b. If it shall appear to the Engineer or to the Estate In-charge that any work has been executed with unsound imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that con tracted for or otherwise not in accordance with the contract any defects, shrinkage or other faults which may appear within the defects liability period of Six months from the date of completion arising in the opini on of the Engineer, the Contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of not withstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be removed the materials or articles so specified and provide other proper and Suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the Contractor.
- c. In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow s uch work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d. Provided always that nothing in this clause shall relieve the Contractor from his liability to execut e the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

### 11. WORKS TO BE OPEN FOR INSPECTION

- a. All work under or in course of execution or executed in pursuance of the contract shall at all time s be open to the inspection and supervision of the Engineer and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to vi sit the works shall have been given to the Contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.
- b. The Contractor shall give not less than seven days notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be me asured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such which the same was executed.

#### 12. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all da mages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- a. The Contractor shall be responsible for all injury to persons, animals or things and for all damage whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include interalia any damage due to causes as aforesaid to work, building(whether i mmediately adjacent or otherwise) and to roads, streets, footh paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent.
- b. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver t he whole of the contracted works complete and perfect in every respect and so as to make good and other wise satisfy all claims for damage as foresaid to the property of third Parties.
- c. The Contractor also indemnifies the Employer against all claim which may be made upon the Em

ployer for acts during the currency of this contract by any employee or representative of an employee of t he Contractor or any sub-Contractors, employed by him for any injury to or loss of life of such employees o r for compensation payable under any law for the time being in force to any workmen or to the representat ive of any deceased or incapacitated workmen.

- d. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages compensation costs charges and /or expenses arising or occurring from or in respect of any such claim an d/or damages as aforesaid from any sum or sums due or to become due to the Contractor or security depo sit.
- e. The Contractor shall indemnify the Employer against any action claim or proceedings relating to i nfringement or use of any patent or design or any alleged patent or design rights and shall pay any royalti es which may be payable in respect of any article or part thereof included in the contract. In the event of a ny claims made under or action brought against the Employer in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from provided that the Contractor shall not be liable to

indemnify the Employer if the infringement of the : patent or design of any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative .

#### IN CASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies the Employer shall have the option of terminating the contract without any compensation to the Contractor.

## 14. COMPLIANCE TO LABOUR LAWS

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948. Contract Labour (Reg ulation and Abolition) Act, 1970 and rules and orders framed there under and other labour laws affecting c ontract labour and the rules and orders framed there under that may be in force or brought into force from time to time. NCPOR will not take any responsibilities towards any injury or compensation etc.

#### 15. EXTENSION OF TIME

- a. If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to t he employer within seven days of the date of hindrance on account of which he desires extension as afore said and the Employer shall if in his opinion (which shall be final) reasonable grounds shown therefore aut horize such extension of time if any which may in his opinion be necessary or proper.
- b. In the event the value of work exceeds the value of the Bill of Quantities owing to variations the C ontractor shall be entitled to ask for extension of time in proportion to the increased value of work.
- 16. STATUTORY VARIATION: Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to the Employers account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the Employer.
- 17. GUARANTEE: If the goods, stores and equipment's found defective due to bad design or workma nship the same should be repaired or replaced by you free of charge if reported within one year from the d ate of commissioning of items/equipments whichever. The Contractor will be responsible for the proper per formance of the equipments / materials for the respective guarantee period.
- 18. SETTLEMENT OF DISPUTES/ARBITRATION: The decision of the Director, NCPOR shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any ti me arise between the parties to this tender contract touching the agreement or subject matter thereof, ari sing out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director of NCPOR and the decision of the said Arbitrator shall be final and binding upon the parties.
- 19. RIGHT TO CANCEL TENDER/WORK ORDER/CONTRACT: In case of strike, accident or an y other unforeseen conditions causing stoppage of work, NCPOR reserves the right to cancel and/ or modif y the tender / work order without any liability for any compensation and / claim or any description.
- 20. FORCE MAJEURE: If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any w

ar or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quaranti ne restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of hap pening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or dela y in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of Dire ctor, NCPOR, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, which shall be final, all unused, undamaged and acceptable materials, bough to out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.

21. JURISDICTION: All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Goa.

#### **Special Terms and Conditions of Maintenance:**

- The contractor has to be Registered/certified with from Government -'Directorate of Fire and emerg ency services' for providing services of supply, installation and maintenance of fire protection/fighting system and equipments. A valid certificate related to the same need to be provided in the tender
- Hydraulic Pressure test should be carried out in conformity with the procedure of IS and also contra ctor has to submit Hydraulic Pressure test and Refilling warranty certificate for refilled fire extinguis hers as per standards stated in IS 2190:2010.
- In case of failure of fire extinguishers during the warranty period, the contractor has to replace it wit h new one at his own cost.
- Prior to Installation, The FE will be tested randomly among the serviced fire extinguishers. During in spection if any FE is found not working satisfactorily then it would be considered as entire lot is defective and will be summarily rejected.
- The contractor should provide live demo for particular class of fire extinguisher on site (NCPOR) at h is own cost.
- During Period of servicing, the Contractor should provide minimum no of filled FE (04-05 for each building) for standby arrangement at his own cost.
- The FE to be taken out from NCPOR should be verified, and removed from various locations in prese nce of NCPOR representative and can be taken out only when proper gate pass is issued by Enginee r in charge.
- Contractor will visit the site as and when called by the Engineer In-charge. On his visit he should me et the Engineer In-charge and will report about satisfactory working of all equipment's.
- The contractor should arrange/provide all tools and tackles required for the safe and satisfactory ma intenance.
- The contractor has to carry out a quarterly maintenance and submit detail report as per NCPOR for mat for all the equipments / installations mentioned above in the scope of work.
- If any damage to any equipments and allied accessories occurred due to improper maintenance or negligence in workmanship, the parts/spares will be replaced by the contractor immediately free of cost.

Note: The contractor should visit the site, inspect the Fire Extinguishers, fire hydrant and the entire firefighting system, verify and understand the actual requirement prior to submitting the bid for the work.

### List of Indian Standards to be referred:

IS2190: 2010 Selection, Installation and maintenance of first -aid fire extinguishers

IS 15683:2006 Portable Fire Extinguishers- Performance and Construction

IS 13039 (1991, Reaffirmed 2000): External Hydrant system- Provision and Maintenance.

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### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 12. Service & Support

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

#### 13. Service & Support

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

### 14. Past Project Experience

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

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

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

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---