

Bid Corrigendum

GEM/2026/B/7727877-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **OPTION CLAUSE 25% :** The buyer can increase or decrease the contract quantity or contract duration up to 25% the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25% the consent of the service provider
4. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceeding not be bankrupt. Bidder to upload undertaking to this effect with bid.
5. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
6.
 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 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.
7. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of the Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**
8. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.
11. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents ESIC etc. as well as the bank statement of payment done to staff.
12. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
Director RIMS, Imphal
payable at
Director RIMS, Imphal
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to within 5 days of Bid End date / Bid Opening date.
13. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
Director RIMS, Imphal
.
The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the bank. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date.

14. Bidders can also submit the EMD with Banker's Cheque in favour of Director RIMS, Imphal payable at Director RIMS, Imphal.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to within 5 days of Bid End date / Bid Opening date.
15. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBC which is allowed as per GeM GTC). DD should be made in favour of Director RIMS, Imphal payable at Director RIMS, Imphal.
. 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.
16. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBC which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director RIMS, Imphal A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Bank 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.
17. Buyer Added text based ATC clauses

NOTICE INVITING TENDER (NIT)

FOR OUTSOURCING OF CCTV MONITORING OPERATORS IN REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL THROUGH GeM PORTAL

The Regional Institute of Medical Sciences (RIMS), Imphal – an autonomous institute under the Ministry of Health & Family Welfare, Government of India – invites online bids through the Government e-Marketplace (GeM) portal from eligible firms/companies/agencies for providing CCTV Operator at RIMS, Imphal for a period of 02 (two) years. The details of requirements and terms & conditions are given below:-

Details of the Manpower Required:-

Sl. No.	Name of Post	No. of Posts
1.	CCTV Operator	6
Total		6

TERMS AND CONDITIONS OF BID:-

- 1. Estimated Bid Value:** As specified in the GeM bid document.
- 2. Period of Contract:** The contract shall be valid for 02 (two) years from the date of commencement and extended for a further period of 01 (one) year, subject to the satisfactory performance of the service provider. The fee by the bidder shall remain fixed during the entire contract period.
- 3. Last Date of Submission:** The last date and time for submission of bids is as stipulated on the GeM portal. Bidders must submit their bids (Technical and Financial) online through the GeM portal before the deadline. Bids submitted after the deadline will not be accepted.
- 4. Eligibility Criteria:**
 - (a)** The bidder must be a registered firm/company/agency with a valid Firm Registration Certificate, having experience in providing CCTV Operators, Surveillance Operators, or Control Room Operators in the public sector (Central/State Government Departments/PSUs) or large private institutions (preferably hospitals) for at least 02 (two) years out of the last 05 (five) years immediately preceding the date of publishing of this tender.
 - (b)** The bidder should have an average annual turnover of not less than **Rs. 16 lakhs** in the last 3 financial years ending 31st March 2025, duly certified by a Chartered Accountant.

(c) The bidder must be registered under all relevant statutory bodies, including:

- The Manipur Shops and Establishments Act, 2021
- Employees' State Insurance (ESI)
- Employees' Provident Fund (EPF)
- Goods & Services Tax (GST)
- The Contract Labour (Regulation & Abolition) Act, 1970 (under the jurisdiction of the State of Manipur).

(All registrations must be valid and in force at the time of bid submission.)

(d) The bidder must have a functional registered office in the state of the consignee. Address proof (electricity bill, telephone bill, or lease agreement in the name of the firm/company/agency or its owner) must be enclosed.

(e) The bidder must possess a valid PAN/TAN card issued by the Income Tax Department.

5. Documents to be Uploaded:

Bidders who fulfill the above eligibility conditions must upload their technical bids along with scanned copies of the following documents. Failure to upload any of these may lead to rejection of the bid:

(a) Copy of registration certificate under the Manipur Shops and Establishments Act, 2021.

(b) Copies of valid registration certificates for EPF and ESIC.

(c) Registration certificate for Goods and Services Tax (GST).

(d) Copy of the Audited Accounts Statement detailing annual turnover for the last three financial years ending 2025.

(e) Scanned copy of EMD, if applicable.

(f) Registration Certificate of Contract Labour (under the jurisdiction of the State of Manipur).

(g) Copies of satisfactory work performance reports supporting the eligibility conditions. *(Note: Copies of work performance reports without an accompanying Satisfactory Performance Certificate shall not be considered for determination.)*

(h) Copy of PAN / TAN.

(i) Declaration on a non-judicial stamp paper as per format at Annexure-A (declaration regarding acceptance or non-blacklisting, etc.), duly signed by the Owner/Authorized Signatory of the firm/company/Agency.

(j) Scanned Bid Document (except the Financial Bid page) containing all terms and conditions of the bid including the bid signed and stamped by the bidder.

(k) Copy of proof of a registered office in the state of the consignee (Manipur).

(l) An affidavit on a non-judicial stamp paper stating that the firm has not been blacklisted in the last five years by any Government, or Private Organization.

(m) An original affidavit duly attested by a Notary Public on a non-judicial stamp paper stating that there is no litigation case pending against the Bidder/Agency.

(n) Integrity Pact in the enclosed format, duly signed by the authorized signatory.

6. Default Action: In case the bidder with the lowest service charge fails to execute the contract or comply with the terms, the competent authority may cancel the award of work, forfeit the EMD, and take other appropriate action as may be fit.

7. Service Charge: As per DoE O.M. No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charge for Outsourcing Services has been fixed at **3.85%**. Contracts concluded through this tender shall be strictly in accordance with the aforementioned O.M.

Note to Bidders: Bidders are strictly instructed NOT to upload duplicate, repetitive, irrelevant, or unnecessary documents under multiple headings in excess of what is specifically required as per this tender document.

8. Evaluation of Bids:

Least Cost Selection (LCS) Methodology: The selection of the Service Provider will be done using an LCS

(i) Technical Evaluation: Technical bids will be evaluated as per the criteria specified in **Annexure-B**. will be awarded marks out of a total of 100 marks. Bidders must secure a minimum of **60 marks** to qualify for technical evaluation.

(ii) Financial Evaluation: Financial bids (price bids) will be opened only for technically qualified bidders. The contract will be awarded to the technically qualified bidder quoting the lowest financial bid (L1), subject to the fulfillment of all other conditions.

9. GENERAL CONDITIONS OF CONTRACT:

i. The Service Provider shall be responsible for paying wages to contract labor at rates not less than the minimum rates notified by the Appropriate Government.

ii. The Service Provider must provide sufficient and qualified manpower capable of supporting the functioning of the department. Any mismatch in demand and supply (such as educational qualification or desired work experience) may result in deductions and/or replacement of the resource based on the Buyer's approval.

iii. The Service Provider shall adhere to the timeline given by the Buyer for deploying the required manpower.

iv. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor subcontract, without the written consent of the Buyer.

v. The Service Provider is required to keep the Buyer updated regarding any change of address or change of contact details.

vi. The Service Provider shall provide documentary proof of the qualifications and experience of the deployed manpower. The Service Provider must ensure that all CCTV Operators deployed possess basic computer proficiency, are trained in operating DVR/NVR systems, and can maintain surveillance records. False documentation will be deemed a breach of contract.

vii. The Service Provider shall be responsible for the police verification, character, and antecedent verification of the deployed manpower before deployment.

viii. The Service Provider shall furnish the following documents in respect of the deployed manpower:

- List of persons deployed (monthly)
- Bio data/ resume with antecedents' details (at the time of deployment)
- Copy of Aadhaar Card of the candidates (at the time of deployment)
- Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
- Identity proof and residential proof (at the time of deployment)
- Copy of police verification certificate (at the time of deployment)
- Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
- Details of PF Account Number of resources.

ix. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for the interaction with the Buyer Department so that optimal services of the persons deployed could be availed with

ption.

x. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in a biometric attendance system at the Buyer's premises.

xi. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.

xii. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by the Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to the Buyer.

xiii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

xiv. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other benefits comparable to regular/ confirmed employees during the currency or after expiry of the Agreement.

xv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different laws in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim or liability like employer and employee relationship against the Buyer.

xvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during the performance of the functions/duties, or for payment towards any compensation.

xvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

xviii. The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to the manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proof (Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.

xix. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish supporting documents in support of amount paid as and when required by Buyer.

xx. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.

xxi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, orders, bye laws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

xxii. RIMS reserves the right to terminate the contract at any time by giving 30 days' notice in case of unsatisfactory performance.

ormance, breach of contract, violation of statutory provisions or any act prejudicial to the interest of the Instit

10. DETAILS OF POST WITH QUALIFICATION & EXPERIENCE:

Sl. N o.	Post	Manpowe r needed	Monthly remuner ation(Rs.)	Educational Qualification & Experience	Scope of work
i.	CCTV Op erator	6	26,790	Essential Qualification: 10+2 or equivalent from a recognized Board/Universit y. Basic knowledge of com puter operations.	1. Monitor CCTV cameras and surveillance : alled at various locations of RIMS, Imphal. 2. Observe and promptly report any suspicious accident, fire, theft, unauthorized entry or u dent to the designated authority. 3. Operate DVR/NVR systems and ensure pr ng of CCTV footage. 4. Assist authorized officials in retrieval and CTV footage whenever required. 5. Maintain CCTV monitoring registers and i rts. 6. Report malfunctioning cameras, recordin surveillance equipment to the designated al 7. Maintain confidentiality of CCTV footage ; nce records. 8. Perform duties in shifts, including night s ng holidays and night shifts by the Institute. 9. Carry out any other CCTV surveillance-re assigned by the competent authority.

11. Liquidated Damages:

In case of failure to deliver the services or fulfil the contractual obligations *within the stipulated time* in the contract or work order, liquidated damages at the rate of 0.5% of the total contract value per ct to a maximum of 10% of the total contract value, shall be levied. RIMS reserves the right to termin tract, forfeit the Security Deposit, and blacklist the agency.

12. PAYMENT PROCEDURE:

a. Based on the biometric attendance fetched from Biometric device installed by the Institute and ver authorized officers/ officials of the Institute, Agency shall disburse the monthly salary directly into ba of its employees by 7th of next month and this payment should not be linked to the payment of the k . Upon payment of the salary/wages, the Agency will have to submit the bill in duplicate complete in endeavor shall be made to make the payment to the agency within fifteen days from the date of sub he bill completed in all aspect.

b. While submitting the bill for the month, the service provider must enclose the following documents:

i. Details of payment of salary/wages credited to their Bank Account of workers along with details of on along with attendance verified by authorized person of the Hospital.

- ii. Details of GST payments of the last month/cycle along with challan.
- iii. A Certificate that he is complying with all the applicable Statutory Labour Laws.
- iv. Computerized printout of Biometric Attendance Sheet duly verified by authorized person of RIMS if the person deployed for the billing month, along with salary sheet for the billing month.
- c. The Agency is also required to issue pay slips to all employee every month.
- d. All the payment to the workers to be made by the agency through bank transactions only. Cash payment will be treated at par with non-payment of salary/wages.
- e. The Contractor shall maintain such other records as per scope of work or prescribed by RIMS Authority from time to time.

CHECKLIST OF DOCUMENTS TO BE UPLOADED (Technical Bid):

i. Details of the Firm/Company/Agency:

- Name of the Firm:
- Legal Status (Proprietorship/Partnership/Private Limited/Public Limited):
- Year of Establishment:
- Registered Office Address:
- Local Office Address in the state of the consignee (Attach Address Proof like latest Utility Bill, Trade License Agreement):

ii. Contact Person:

- Name & Designation:
- Mobile Number & Email ID:

iii. Registration Details (Attach self-attested copies):

- Registration under the Manipur Shops and Establishments Act, 2021:
- EPF Registration:
- ESI Registration:
- GST Registration:
- PAN / TAN:
- Labour License Number under the Contract Labour (Regulation & Abolition) Act, 1970 (Manipur Jurisdiction):

iv. Financial Credentials:-

Average Annual Turnover for the last three financial years (FY 2023-24, 2024-25, 2025-26):

- FY 2023-24: Rs.
- FY 2024-25: Rs.
- FY 2025-26: Rs.

(Attach audited balance sheets and profit & loss statements for the above years, along with a certificate from a Chartered Accountant, in case audited financial statements for 2025-26 is not available, three financial year ending 31st March 2025 may be considered).

v. Experience Details:

- Total Years of Experience in providing CCTV / Surveillance / Control Room Operators:
- Details of Major Contracts Executed in the Last 5 Years (Attach copies of work orders and performance certificates).

S.No	Client Name	Contract Period	Number of Personnel Deployed	Contract Value (Rs.)	Contact Details
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1.					
2.					
3.					

(Attach copies of work orders, completion certificates, and performance certificates for the above cor

vi. Statutory Compliance (Yes/No):

- Compliance with the Minimum Wages Act:
- Compliance with EPF & ESI Regulations:
- Compliance with GST Regulations:

(Attach relevant compliance certificates and latest challans).

vii. Declarations:-

- Affidavit stating that the firm has not been blacklisted by any Government/Private organization five years. *(Attach original affidavit on non-judicial stamp paper duly notarized.)*
- Declaration of No Vigilance/CBI Case Pending. *(Attach original affidavit on non-judicial stamp paper duly notarized.)*
- Declaration as per Annexure-A. *(Attach duly filled and signed Annexure-A on ₹100/- non-judicial stamp paper.)*
- Copy of entire Bid Document (including ATC), signed and stamped by the Authorized Signatory.
- EMD Instrument or Exemption Proof:

Annexure - A

DECLARATION (To be executed on ₹100/- Non-Judicial Stamp Paper)

I, _____ son/daughter of Shri _____
Proprietor/Partner/Director/Authorized Signatory of M/s _____ (Name of firm), do hereby declare that I am competent to sign this declaration and execute the tender document on behalf of the firm.

2. I have carefully read and understood all the terms and conditions of the tender for Outsourcing of 06 (six) _____ at RIMS, Imphal and hereby convey my unconditional acceptance of the same.

3. The information/documents furnished along with our bid are true and authentic to the best of my knowledge. I/We am/are well aware of the fact that furnishing any false information or submitting any forged document in our bid shall lead to rejection of our bid at any stage, besides liabilities for prosecution under law and forfeiture of Performance Security.

4. I have fully apprised myself of the job requirements and the scope of services to be carried out at RIMS, Imphal. I assure that the firm has the necessary capacity and resources to successfully provide the required CCTV Operator and related surveillance manpower services and agrees to bear all consequences of negligence or deficiencies in the services, as per the terms of the tender/contract.

5. The company/firm has a record of providing similar services in the past in a satisfactory and disciplined manner. The company/firm has never been blacklisted by any Government department/agency or any private institution, nor is there any legal case or labor dispute pending against it.

6. I hereby certify that the firm will abide by all conditions of the contract and all laws applicable to this contract. The firm shall indemnify RIMS, Imphal against any claim, loss or damage arising out of the tender.

Signature of Authorized Signatory: _____

Date: _____

Place: _____

Full Name: _____

Company's Seal: _____

Annexure B - LCS Evaluation Criteria
(For CCTV Operator)

The Least Cost Selection (LCS) method will be used for evaluation of the bids received. The technical evaluation will be carried out as per the criteria given below, with a maximum of **100 marks**. A bidder must secure a **minimum** marks to qualify for financial evaluation. The evaluation criteria for the technical bid are given below

Sl. No.	Criteria	Max. Marks	Marking Scheme
1.	Number of years in operation of the firm (Registration certificate of the firm or work order from any Government Ministry/Department) is to be provided	20	1 mark for each completed year of operation, subject to a maximum of 20 marks. (Example: 1 year = 1 mark, 5 years = 5 marks, 20 years or more = 20 marks)
2.	Number of running/completed contracts of similar nature (i.e., providing CCTV Operators, Surveillance Operators, Control Room Operators, Security Control Room Operators or similar surveillance manpower services in any Central/State Government Department / PSU / Autonomous Body during the Financial Years 2022-23, 2023-24 and 2024-25	20	- Less than 1 contract: 0 marks 4 Marks for each running/completed contract, subject to a maximum of 20 marks for 5 or more contracts
3.	List of manpower in similar service on the rolls of the agency supported with relevant documents of Electronic Challan cum Return (ECR) Member details of EPF/ Contribution history of ESIC.	20	Upto 25 personnel : 2 marks 26-50 personnel : 4 marks 51-75 personnel : 6 marks 76-100 personnel : 8 marks 101-125 personnel : 10 marks 126-150 personnel : 12 marks 151-175 personnel : 14 marks 176-200 personnel : 16 marks 201-225 personnel : 18 marks 226 and above : 20 marks

4.	Maximum number of manpower in similar service deployed against a single contract i.e., providing CCTV Operators, Surveillance Operators, Control Room Operators, Security Control Room Operators or similar surveillance manpower services in any Central or State Govt. PSUs/Govt. bodies autonomous bodies (For experience, single completed contract running for at least one year without any break during the financial year, (2022-23, 2023-24 and 2024-25)	20	Upto 25 personnel : 2 marks 26-50 personnel : 4 marks 51-75 personnel : 6 marks 76-100 personnel : 8 marks 101-125 personnel : 10 marks 126-150 personnel : 12 marks 151-175 personnel : 14 marks 176-200 personnel : 16 marks 201-225 personnel : 18 marks 226 and above : 20 marks
5.	Annual turnover of the agency in last three financial years (2022-23, 2023-24 and 2024-25) supported by financial statements and certificate from Chartered Accountant	20	Rs.16 lakhs to Rs.50 lakhs : 2 marks Above Rs.50 crores to Rs.1 crores : 4 marks Above Rs.1 crores to Rs.2 crores : 6 marks Above Rs.2 crores to Rs.3 crores : 8 marks Above Rs.3 crores to Rs.4 crores : 10 marks Above Rs.4 crores to Rs.5 crores : 12 marks Above Rs.5 Crores to Rs.6 crores : 14 marks Above Rs.6 Crores to Rs.7 crores : 16 marks Above Rs.7 crores to Rs.8 crores : 18 marks Above Rs. 8 crores : 20 marks
Total		100	

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

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences, including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, in its discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of the sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises, the bid shall be treated as null & void.

Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specific Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms conditions/or any other document. If buyer needs more items along with the main item, the same must be added by bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category 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 can raise their representation against the same by using the Representation window provided in the bid details field dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)