



OFFICE OF THE SPECIAL COURT
(Trial of Offences Relating to Transactions in Securities) Act, 1992.
Room No. 25, 3rd floor, High Court Annex building,
BOMBAY – 400 032.

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No.: [Spl.Ct/OSD/ 672 of 2025](#)

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PUBLIC NOTICE

**INVITING TENDER FOR ENGAGEMENT OF CERT-IN EMPANELLED CYBER
SECURITY AUDIT AGENCY**

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1) INTRODUCTION

The Special Court (Trial of Offences Relating to Transactions in Securities) Act, 1992 is established under Section 5 of the Special Court (TORTS), Act, 1992 for speedy trial of offences relating to transactions in securities and disposal of properties of the notified parties attached by the Custodian. The jurisdiction of the Special Court is all over India and sitting Hon'ble Judges of the High Court is nominated as Hon'ble Judge of Special Court, Bombay.

2) IMPORTANT DATES & FACT SHEET

Sr. No.	Particulars	Details
A.	Bid No as on GeM	As per GeM
B.	Name of the Work	Engagement Of Cert-In Empanelled Cyber Security Audit Agency
C.	Name of the issuer of this Tender	Office of the Special Court (TORTS), Bombay
D.	Date of issue of Tender Document	As per GeM
E.	Date of Pre-Bid Meeting	As per GeM through Virtual meeting (Google Meet)
F.	Last Date for submission of Bid	As per GeM
G.	Date of Bid Opening	As per GeM
H.	Mode of Bid Opening	Online
I.	Bid Submission documents	As per Check List
J.	Address of Communication	Office of the Special Court (TORTS), Bombay Room No. 25, 3 rd Floor, High Court Annex Building, Opposite HSBC Bank, Fort, Mumbai - 400032. eMail : osd.sctb-dea@nic.in Web Site : www.specialcourt-torts.gov.in Phone : 022- 22675634 / 022 - 22676164

3) **BRIEF INFORMATION ON THE PROJECT.**

The Special Court (Trial of Offences Relating to Transactions in Securities) Act, 1992 is intent to get website (i.e. www.specialcourt-torts.gov.in) audited through CERT-IN empaneled Security Auditor as per NIC standard. The website is already hosted on NIC Cloud Data Cetnre, Bhubaneshwar (Ubuntu 18.04 / Apache Web server).

It is a simple static website developed in HTML with no dynamic content. It was designed with the assistance of the User Experience Design & Technology Division (UxDT) at NIC (National Informatics Center - <https://uxdt.nic.in/>), as part of an initiative to enhance the visual identity and improve the user experience of e-Government websites.

Sr. No.	Particulars	Details
i)	URL of Website	www.specialcourt-torts.gov.in
ii)	Website Dynamic / Static	Static.
iii)	Is Supported to Limited Browser,	NO.
iv)	Framework	Ubuntu 18.04 / Apache web server / HTML / NO API's present in the application
v)	Modification / Updation of website.	Yes (Connect via VPN provided by NIC)
vi)	Contact Person (Technical)	Nilesh Ghadi Mobile No. 9920991116 eMail : osd.sctb-dea@nic.in / nilesh.m.ghadi@gmail.com

4) OBJECTIVES OF THE SECURITY AUDIT

- a) Vulnerability Detection and Impact Analysis on Server, Application and Network.
- b) Evaluate the existing information security posture of information assets.
- c) Reviewing the configurations for various Network Assets.
- d) Suggest appropriate remediation techniques to eliminate identified threats.
- e) Support in building secure application and network architecture
- f) Improved Confidentiality, Integrity and Availability controls on the data/information
- g) Improved website security environment, to ensure robustness of confidentiality, integrity and availability controls over data in transit and data at rest.
- h) Can help ensure that network is always performing at peak efficiency levels.
- i) Addressing security challenges, risks and issues with IT infrastructure, Denial of Service, host traffic interception, secure network isolation, roll-back, abstraction, secure data transfer,
- j) Software interface, stored data, data separation and user access control.
- k) Improved overall process compliance and information security governance

5) PRE-QUALIFICATION CRITERIA

- a) The bidder should be empaneled with CERT-In as on the date of submission of bid- Copy of CERT-TN certificate to be submitted.
- b) The bidder should have performed at least 2 nos. of Website Security Audits in Govt. sector- Copy of proof of completion with PO needs to be submitted.
- c) The bidder should have registered office in Maharashtra Copy of GST/ registration certificate & copy of PAN to be submitted.

6) SCOPE OF WORK ASSESSMENT

- a) The Auditor is expected to carry out an assessment of the vulnerabilities, threats and risks that may exist in the above listed website through Internet Vulnerability Assessment and Penetration Testing which includes identifying remedial solutions and recommendations for implementation of the same to mitigate all identified risks, with the objective of enhancing the security of the website.
- b) The website audit should be done by using Industry Standards and as per the Open Web Application Security Project (OWASP) methodology.
- c) During Security Audit, if any lapse is found, the same shall be reported by the auditor to this office to make the website fully secured for hosting on NIC server.
- d) The audit of the website should be conducted in conformity with NIC audit guidelines. After successful security audit of the website, the security audit report from the auditor should clearly state that all web pages along with respective linked data files (in pdf/ doc / xls etc. formats), all scripts and image files are free from any vulnerability or malicious code, which could be exploited to compromise and gain unauthorized access with escalated privileges into the webserver system hosting the said website.

7) TIME FRAME OF THE DELIVERABLES

- a) The selected successful bidder will be required to start the project within 1-2 days from the date of placing the order for the audit.
- b) The entire audit must be completed within 1 week from the placing of order.
- c) All the draft / final reports of the agreed deliverables should be submitted by the firm/company within 4 days after completion of the audit.
- d) The audit, as mentioned above, has to be completed in time. It is expected that, if required, the successful bidder may deploy multiple teams to complete the audit projects within given time frame.

8) **AUDIT ENVIRONMENT**

The URLs of Website (i.e. www.specialcourt-torts.gov.in) to be audited on **live environment**. **No staging server will be provided**. Supply / installation of auditing / testing tools, if any, for the audit purpose will be liability of the auditor.

9) **RESPONSIBILITIES OF SELECTED AUDITOR**

- ✓ Verify possible vulnerable services.
- ✓ Notify the auditee whenever there is any change in auditing plan / source test venue / high risk findings or any occurrence of testing problem.
- ✓ Responsible for documentation and reporting requirements for the audit.
- ✓ **Task-1: Web Security Audit/Assessment.**
- ✓ **Task-2: Patching of Reported Vulnerabilities.**
- ✓ **Task-3: Re-audit based on recommendation report of Task-1.**
- ✓ **Task-4: Re, Re-Audit, if required based on the recommendations Report from Task 3**
- ✓ On successful security audit, furnish certificate for the website as per NIC norms stating that the website is safe for hosting on the NIC server.

10) **MODE OF TESTING**

The testing should be conducted remotely.

11) **AUDIT REPORT**

The Auditor shall submit a report indicating about the vulnerabilities as per OWASP and recommendations for action after completion of Task-1, Task 2. The final formal IT security Audit Report should be submitted by the Auditor after the completion of all the tasks of Audit.

A detailed report will be submitted with security status and discovered vulnerabilities, weaknesses and misconfigurations with associated risk levels and recommended actions for risk mitigations.

Summary and detailed reports on security risk, vulnerabilities and audit with the necessary counter measures and recommended corrective actions as recommended above need to be submitted to this office.

The Website security audit report is a key audit output and must contain the following:

- Identification of auditee (Address & contact information)
- Dates and Location(s) of audit
- Terms of reference (as agreed between the auditee and auditor), including the standard for Audit, if any.
- Audit plan
- Explicit reference to key auditee organization documents (by date or version) including policy and procedure documents.
- Additional mandatory or voluntary standards or regulations applicable to the auditee .
- Standards followed.
- Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, application security assessment, password cracking and etc.)
- Tools used.
- List of vulnerabilities identified.
- Description of vulnerability.
- Risk rating or severity of vulnerability.
- Test cases used for assessing the vulnerabilities.
- Illustration of the test cases to provide the vulnerability.
- Applicable screen dumps.
- Analysis of vulnerabilities and issues.
- Recommendations for action.

12) DETAILS OF THE TASKS

Sr. No.	Particulars	Details
i)	URL of Website	www.specialcourt-torts.gov.in
ii)	Website Dynamic / Static	Static.
iii)	Traffic Interception is Allowed (Yes/No)	YES.
iv)	Whitelisting of IP addresses	NO
v)	Database	No database is used.
vi)	No. of Static Pages	44 (HTML)
vii)	No. of Dynamic Pages	No. Dynamic Pages.
viii)	User Categories/Roles (Access Privileges like User, Super Admin, etc.)	Admin of VM (Virtual Machine)
ix)	Test data to be present in application	NO
x)	No. of User Categories/Roles (Access Privileges like User, Super Admin, etc.)	Admin of VM (Virtual Machine)
xi)	Whether testing is to be done on Production or Staging environment?	Live Server
xii)	Approach for Penetration Testing (Black Box/Gray Box) (In black box tester will not use any valid credentials and imitate as an external unknown attacker and In gray box tester will use valid credentials and imitate as an internal malicious user/attacker)	Black Box
xiii)	The testing should be conducted onsite/remotely?	Remotely

TASK 1 - AUDIT /ASSESSMENT OF WEBSITE.

The audit should cover the following or any type of attacks, which are vulnerable to the website. The vendor will be responsible to provide a detailed recommendations report for the vulnerabilities observed in Task 1, 2 & Task 3.

- ✓ Directory Traversal
- ✓ Authentication hacking/attacks
- ✓ Scan Java Script for security vulnerabilities
- ✓ File inclusion attacks
- ✓ Exploitable hacking vulnerable
- ✓ Web server information security
- ✓ Cross site scripting
- ✓ HTTP Injection
- ✓ Broken Access Control
- ✓ Cryptographic Failures
- ✓ Injection
- ✓ Insecure Design
- ✓ Security Misconfiguration
- ✓ Vulnerable and Outdated Components
- ✓ Identification and Authentication Failures
- ✓ Software and Data Integrity Failures
- ✓ Security Logging and Monitoring Failures
- ✓ Server-Side Request Forgery

TASK 2 - PATCHING OF REPORTED VULNERABILITIES

The Security Audit Agency/Vendor should must appoint /assemble development team / technical experts for changes in coding to remove the vulnerabilities reported in Task 1, Task 3.

TASK 3 - RE-AUDIT BASED ON RECOMMENDATION REPORT FROM TASK-1

Upon receipt of fixing the bugs / issues by the concerned technical team identified in Task 1, the audit vendor has to re- audit and to provide a detailed recommendations report for the vulnerabilities observed from Task 2.

TASK 4 - RE-AUDIT BASED ON RECOMMENDATION REPORT FROM TASK-3

If vulnerabilities are observed from the re-audit, the vendor has to provide a detailed recommendations report on the vulnerabilities observed or found in Re-audit/ Task 3. Perusing that all the vulnerabilities/bugs are closed/fixed at the Task 3 stage. The audit firm / company / vendor has to submit a summary compliance report at end of each task and the final report should certify that the website (should

mention the name of website and/or web application) is “Clearance Certificate / Safe to Host.”

13) **DELIVERABLES**

The successful bidder will be required to submit the following documents after the audit for each website, as mentioned below and the audit firm must also submit suggestions/ recommendations and other detailed steps for enhancing the website security.

The vendor will be required to submit the deliverables as per agreed implementation plan. The deliverables (like Summary compliance report, Checklist, Audit Report, Executive Summary and Final compliance report after all observations) for each task to be submitted by the Auditors for this assignment as mentioned in the Task 1, Task 2 and Task 3, Task 4.

Compliance review should be done after ensuring that changes to remove the vulnerabilities are completed by the development team.

Compliance audit should be done not only to check for removal of previously identified threats but to ensure that the application or website has no vulnerabilities as a result of changes done in the code.

14) **INDEMNITY CLAUSE**

The Vendor shall indemnify OFFICE OF THE SPECIAL COURT against all third-party claims of infringement of Intellectual Property Rights - including, Patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

15) **NO SUB-CONTRACT / SUB LET**

The vendor shall neither assign nor transfer/sub-let/sub-contract their job to other parties without authorization given by the Registry of Office of the Special Court, Bombay.

16) **CORRUPT OR FRAUDULENT PRACTICES**

The Service provider shall observe the highest standard of ethics during the execution of the contract.


The service provider shall ensure that there is no misuse or fraudulent practices with data.

17) TERMS OF PAYMENT

100% payment will be made only after submitting the final security audit certificate on completion of Audit of Special Court (TORTS), Bombay website.

Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by Office of the Special Court (TORTS), Bombay unless such a tax, duty or levy has been newly introduced and notified by the Government of India.

All the Payments shall be subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act- 1961 including amendments from time to time and any other taxes.


2017/28
OFFICER ON SPECIAL DUTY
SPECIAL COURT (TORTS),
BOMBAY

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-08-2025 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-08-2025 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Financial Services
संगठन का नाम/Organisation Name	Office Of Special Court Mumbai
कार्यालय का नाम/Office Name	Office Of The Special Court Mumbai
वस्तु श्रेणी /Item Category	Cyber Security Audit - Security and Compliance Audit
अनुबंध अवधि /Contract Period	1 Month(s) 4 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित बिड मूल्य /Estimated Bid Value	100000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
9. 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.
10. 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.
11. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

Financial Break up for Bid. - [1753869761.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Payment Terms: 100% payment will be made only after submitting the final security audit certificate on completion of Audit of Special Court (TORTS), Bombay website.

Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by Office of the Special Court (TORTS), Bombay unless such a tax, duty or levy has been newly introduced and notified by the Government of India.

All the Payments shall be subject to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act- 1961 including amendments from time to time and any other taxes.

Scope of Work:[1753869867.pdf](#)

Network Infrastructure and data flow diagram:[1753870142.pdf](#)

Format of Non disclosure agreement:[1753870824.pdf](#)

Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid:[1753870983.pdf](#)

Cyber Security Audit - Security And Compliance Audit (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Audit needed	Security and Compliance Audit
Team Deployment	On-site
Standards against which compliance needed	undefined
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity to be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Nilesh Madhukar Ghadi	400032,OFFICE OF THE SPECIAL COURT (TORTS), ROOM NO. 25, 3RD FLOOR, HIGH COURT ANNEX BUILDING, HIGH COURT, BOMBAY	1	N/A

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

1. Generic

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

2. 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.

3. 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.

4. Service & Support

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

5. Service & Support

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

6. 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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---