

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
  - Radio Sets:**
    - HF/VHF/FM Manpack Radio
    - Vehicle Radio Set
  - Tactical Communication Systems:**
    - Software Defined Radio (SDR) Systems
    - VHF/UHF Tactical Communication Systems
    - Handheld Satellite Phones (e.g., Iridium)
    - Combat Net Radio (CNR) Systems
  - Satellite Communication Systems:**
    - Very Small Aperture Terminal (VSAT) Systems
    - Satellite Phones
    - Mobile Satellite Communication Systems
  - Command and Control Systems:**
    - Battlefield Management Systems (BMS)
    - Tactical Data Links
    - Encryption Devices (e.g., VINBAX)
    - Surveillance and Reconnaissance Communication:
    - Unmanned Aerial Vehicle (UAV) Communication Systems
    - Ground Control Stations (GCS) for UAVs
    - Remote Video Terminals (RVTs)
  - Electronic Warfare (EW) Communication:**
    - EW Communication Jamming Systems
    - Communication Intelligence (COMINT) Systems
  - Network Infrastructure:**
    - Field Deployable Communication Nodes
    - Tactical Communication Switches
    - Mobile Communication Shelters
  - Navigation and Positioning Systems:**
    - GPS Receivers
    - Navigation Systems for Vehicles and Personnel
  - Specialized Communication Equipment:**
    - Underwater Communication Systems
    - Special Forces Communication Gear
    - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots

## Scoring Matrices

[illegible]

| Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP) |  |             |          |              |               |               |                 |
|---|--|-------------|----------|--------------|---------------|---------------|-----------------|
| Name of service Provider:   |  |             |          |              |               |               |                 |
| Part – A: Based on scrutiny of Bids Submitted                     |  |             |          |              |               |               |                 |
| S. No.  | Particulars  | Description |          |              | Minimum Marks | Maximum Marks | Awarded to firm |
| 1   | In-house capability for writing and editing (based upon proven capacity along with URLs) – detailed sheet enclosed   | 0-5 Marks   |          |              | 02            | 05            |                 |
| 2   | Quality of websites designed (based upon the details of sites developed for other clients) - Quality of overall feel: colour scheme, Layout, Animation, ease of navigation & Search engine | 0-10 Marks  |          |              | 05            | 10            |                 |
|   |  |             |          |              |               |               |                 |
| 3   | Number of years in business  | 3-4 Year    | 4-5 Year | Above 5 Year | 05            | 10            |                 |
|   | Marks allotted   | 5           | 8        | 10           |               |               |                 |
|   |  |             |          |              |               |               |                 |
| 4   | Average turnover of last three years   | 1-5 Cr.     | 5-10 Cr. | Above 10 Cr. | 03            | 05            |                 |
|   | Marks allotted   | 3           | 4        | 5            |               |               |                 |
|   |  |             |          |              |               |               |                 |
| 5   | Number of staff  | 30-40       | 40-60    | Above 60     | 02            | 05            |                 |
|   | Marks allotted   | 2           | 3        | 5            |               |               |                 |
| Total for Part A  |  |             |          |              | 17            | 35            |                 |

| <b>Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP)</b> |   |                    |                      |                      |                        |
|--|---|--------------------|----------------------|----------------------|------------------------|
| <b>Name of service Provider:</b>   |   |                    |                      |                      |                        |
| <b>Part – B: Presentation</b>  |   |                    |                      |                      |                        |
| <b>S. No.</b>  | <b>Particulars</b>                                    | <b>Description</b> | <b>Minimum Marks</b> | <b>Maximum Marks</b> | <b>Awarded to firm</b> |
| 1  | Understanding about NABARD as an organization         | 0-5 Marks          | <b>03</b>            | <b>05</b>            |                        |
| 2  | Understanding about NABARD's web related requirements | 0-10 Marks         | <b>07</b>            | <b>10</b>            |                        |
| 3  | Quality of dummy website created for NABARD           | 0-10 Marks         | <b>07</b>            | <b>10</b>            |                        |
| 4(i)   | Quality of dummy website - Home page                  | 0-20 Marks         | <b>13</b>            | <b>20</b>            |                        |
| 4(ii)  | Quality of dummy website - inside page                | 0-20 Marks         | <b>13</b>            | <b>20</b>            |                        |
| <b>Total for Part B</b>  |   |                    | <b>43</b>            | <b>65</b>            |                        |
| <b>Grand Total (Part A + B)</b>  |   |                    | <b>60</b>            | <b>100</b>           |                        |

\* Total Marks (Technical Evaluation) (100) = scrutiny of documents (35 marks) + presentation (65 marks)

\* For the purpose of final evaluation (i.e. Technical + Financial), the marks obtained in the Technical Evaluation will be scaled to a maximum of 70 marks.

\*Example if a company ABC in Technical Evaluation scores 75 out of 100, then for final evaluation it will be considered 49 out of 70 marks.

\*Financial Evaluation will be of 30 Marks and its weightage will be 30 in final evaluation.

## **SECTION III**

### **SCOPE OF WORK**

#### **3.1 Introduction**

National Bank for Agriculture and Rural Development (NABARD) is a premier development financial institution established under an Act of Parliament viz. NABARD Act, 1981, as a body corporate having its head office in Mumbai. It has a pan-India presence with 30 Regional Offices and about 420 district development offices. NABARD also has four training establishments for training its own staff and partner agencies and other setups in different cities across India. It has a mission of promoting sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity.

#### **3.2 Scope of Work**

##### **3.2.1 Revamping and Maintaining NABARD Website**

The service provider will be required to take over the current website and maintain until the new website is launched. The selected Service Provider shall re-design, develop and maintain NABARD's website which must support responsive web design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic with visually attractive and easy to navigate.

NABARD reserves the right to amend/ add/ delete/edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

Broad scope is to take over, redesign, develop, implement and maintain NABARD website and content management application with Multi-lingual support (all 22 Official Language).

Once the tender is awarded to the service provider, they shall place an experienced professional support staff in NABARD's Head Office within 7 days of awarding, who will be available on all working days of NABARD for coordination, support and maintenance of the website.

##### **3.2.2 Background**

The Service Provider would provide end-to-end managed services for development and maintenance of website, The objective of the website is to ensure the following:

1. Providing easy, anywhere and anytime access to NABARD website and its Services 24x7x365.

2. Migrating all existing pages of the website into the revamped website.
3. Introduce new features, functionalities, modules, and workflows.
4. Visually Attractive User Interface (UI) & User Experience (UX).
5. Enhanced Search Capability & Information Architecture.
6. Enhanced Content Strategy & User Engagement.
7. Uniformity across website while ensuring scalability.
8. Information dissemination as provided under in under RTI.
9. Providing the contact detail of the NABARD's all Department and Regional Offices.
10. Providing the status of various projects undertaken by NABARD.
11. Platform of interaction between NABARD and public at large.
12. The service provider will ensure all necessary compliance and certification like GIGW 3.0, STQC ,DBIM 3.0, W3C and WCAG 2.1 level AA guidelines from Government of India or its authorised/ empanelled agencies.

### 3.2.3 Components

The website shall be revamped within a period of maximum 180 days or earlier, it shall be followed by 01 year warranty post go-live and after expiry of warranty period an Operations and Maintenance (AMC) support for 4 years will be provided by the service provider. From date of signing of contract, the successful Service Provider will take over and handle the existing website and its microsites(Annual Report, GBM website, Grievance Portal and Publication Warehouse), which are currently deployed in NABARD's server and will provide maintenance support, till the revamped website is finally launched. The successful Service Provider is also expected to perform necessary compliances like STQC, Accessibility Audit, GIGW 3.0 etc and also train NABARD Officials as per NABARD's requirement.

| SrNo | Particular                           | Timeline         |
|------|--------------------------------------|------------------|
| 1    | Development of the Project (maximum) | 06 Months        |
| 2    | Warranty Period after go-live        | 01 Year          |
| 3    | Annual Maintenance Contract          | 04 Year          |
|      | Total                                | 05 Year 6 Months |

### 3.2.4 Design and Development of Website/ Portal

**Proof of Concept:** The Bid-submitting agency shall submit a detail project plan with the bid including the following:

- a) Project Organization and Management Plan

- b) Design, Development, Data Migration, Deployment and Testing plan
- c) Pre-commissioning, Operational and User Acceptance Testing Plan
- d) Delivery and Installation Plan
- e) Training Plan
- f) Risk Management Plan
- g) Operations and management plan
- h) Task, Time, and Resource Schedules
- i) Technical Support Plan and Escalation Matrix.

**Wireframes and Prototypes:** Bidder shall submit wireframes or prototypes for critical pages (e.g., homepage, grievance portal, publication warehouse etc) as part of the technical bid with above proof of concept. Without this bid will not be considered for evaluation of the technical bid.

### **3.2.5 Scope of Content**

NABARD website will be the primary source of information for the Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the portal. NABARD website will have following type of contents.

#### **A) Primary Content**

Primary content shall be original content that is; the site caters to the needs of a variety of visitors comprising government officials, bankers, financial professionals, research scholars, research organizations, print and electronic media, NGOs, community-based organizations, farmer collectives, college students as well as common persons.

This will include information about the NABARD, various details, schemes & programs of the NABARD, documents, form however not limited to these only. The information shall be collected by the successful service provider from the NABARD Office within one week of the date of Work order.

#### **B) Secondary Content**

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites. Mechanism to ensure that all outdated announcements are removed from the website or moved to archive.

#### **C) Tertiary content**

Tertiary content to provide supplementary information that enhances the primary and secondary content on the website. This includes FAQs, glossaries, user guides, policies



and additional resources that support user understanding and engagement. It ensures comprehensive coverage of topics, aiding users in navigating and utilizing the website effectively.

### 3.2.6 General Requirements

**Services:** NABARD envisages providing multiple services to the stakeholders through the portal. These will include:

1. **Complaint Management:** Should have options for registering complaints/grievance/feedback online. Citizen Complaint – it should be Bilingual, Printable with Logo & as a letter head, email facility, Report generated.

The entire grievance/ complain management needs to be revamped as a separate sub-website where the visitor can register his/her grievance into the portal by providing details as per format. On submission it will generate a reference number which the user can use to track down the progress related to the complain.

An internal complain management dashboard shall be built to track, manage, forward inter-departmental, dispose the complain and compliance received including provisioning of analytics and MIS-report.

2. **Search:** Citizen and portal users should be able to search within portal. The portal should provide metadata and full text search based on search functionality/ For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be Multi-lingual.

3. **Digital Asset Management:** NABARD wishes to create a centralized repository where all external published documents (Published outside NABARD) are available at a Single Click. External Publications like Newspaper clips, Article Published in External magazine or coffee table book, Screenshot of Retweet, Tagging, Comments of Honourable Dignitaries, VVIP's, Credible Institutions of National and International level with respect to NABARD, Radio Announcement, Comments, weblinks, Blogs to be catalogued in an organized manner. Uploading of these documents by the user will have options to make it visual to public or contain in form of internal with standard protocols and specification.

Publication Warehouse: NABARD has an existing publication warehouse (an internal web portal) which contains internal and external publications prepared by NABARD. This sub website portal is to be revamped and upgraded featuring recently published,

category of publication, publication summary, multi-optional search features like search by name, date, size, department, office/department etc.

These above both Digital Asset Management & Publication warehouse should have translation services one will be able to view the translated document of the uploaded content.

4. **New Modules/Features:** To make NABARD's Website more user interactive, NABARD has decided to introduce new modules into the website, which must designed and incorporated into the project. The list of features is listed as follows:

- **E-LMS:** Featuring as knowledge hub for NABARD, BIRD Lucknow website to be hyperlinked in the primary website where the visitors can visit the website for educating themselves.
- **Key Facts:** – It will highlight top 5-7 Key achievement of NABARD or its ventures in a financial year in a very concise manner.
- **Mobile App** – A mobile App for NABARD will be a progressive mobile app which will be developed to feature the Major Notification, Circular, Publication, Reports, Events, Media, Speech, Latest Achievement, Livestreaming of designated official's meetings and webinars.
- **Chatbot** – NABARD has an in-house AI-powered chatbot, which needs to be customised to feature on NABARD's revamped website. The customized digital virtual assistant, named "Vidya" or 'can be changed later' will be featured as a minimized floating icon that expands upon visitor interaction. The chatbot will be connected via an API provided by NABARD. The selected agency is expected to coordinate with the officials or assigned personnel to implement the chatbot services effectively.
- **Calendar:** Yearly Official Wall/desk Calendar designed and published by NABARD, will be available for the visitor's in PDF downloadable format.
- **Legal Framework** – NABARD's website should prominently feature a "Legal Framework" tab which must contain all relevant documents related to the topic with copy of the document to be featured with option to download in PDF.
- **NABARD's History & Milestones** - NABARD wishes to feature its historical achievements and milestone on its website since inception of NABARD, this historical timeline is proposed to be infographic in style with caption of the key achievement for the year

- **Previous Chairman** – The website should Include the previous chairman’s details possibly with their photograph, tenure, and short detailed description of the chairman’s tenure.
  - **Chairman's Memorial Lecture/Speech/ Media Interaction** – Chairman NABARD speech, media interactions, lectures must be featured in high quality for the visitors in its respective section with caption and metadata.
  - **Chairman's quotes** – Chairman in his interactions at various platforms shares his valuable thoughts and views, these quotes must be framed in most interactive manner which will be featured in homepage of the website and social media handles.
  - **Text to Speech Features** – The website should have feature of Text to speech option at least in English & Hindi language, which complies with World Wide Web Consortium (W3C), Web Content Accessibility Guidelines (WCAG) 2.1 level AA. This will enable people with visual impairments access the website using assistive technologies, such as screen readers. The information of the website is accessible with different screen readers.
  - **Multiple Language Support** – As per notification of Government of India, there are 22 scheduled official languages, the website should have a feature that will provide option to view the website and its contents in all 22 official languages.
5. **Sub-Website:** Existing modules on the current website including Project locator, Infographics, Career, Student Internship Scheme, Grievance/feedback, Circular, Publication Warehouse, Financial Reports, Case studies, and others to be redeveloped utilizing the existing data in the project itself. Publications shall be presented in creative format, which contains information in infographics style with feature to read the content in summarised manner.
- The Service provider shall be capable of integration of NABARD’s pre-existing or other applications to the project using Application Programming Interface (API) to display specific customized output in public domain (for e.g. project status).

#### **Change Management Process- Post Go Live**

- NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project. In such an event, NABARD shall provide a detailed proposal or scope of work to the Service Provider specifying such requested changes (“Change Request”).

Service Provider shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on basis of man-days cost. Based on this calculation, the Service Provider shall submit to NABARD, a written response for such Change Request within 3 (three) Business Days following receipt thereof (“Change Request Response”).

- Service Provider’s Change Request Response shall include a statement of the availability of the Service Provider’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response.
- Any Upgrade or Enhancement in relation to the Solution or any Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and Services shall be undertaken by Service Provider at its own cost, as per the terms hereof.
- Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined on basis of man-days cost.

6. **Content Management:** Content Management Module – Updating content to be centralised. An experienced qualified professional from the successful service provider’s company will be required to be placed in NABARD, Head office to manage the daily updates and up-keep of website. Contents must be in Unicode format. Content Management System should have following features or capabilities:

- Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management Distributed authorship of portal content across divisions.
- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing and archiving processes in an easy and automated manner.

- Centralized template management for consistency within portal.
- Content repurposing for different audiences and different interfaces.
- Facilitated metadata generation and management, which enables effective content discovery.
- Content storage management of all types of content; text graphic, audio, video etc.
- In context contribution, purview, updates and approvals.
- Email notifications for automated content edits and reviews.
- Native content conversion to web formats.
- Both dynamic and scheduled publishing models.
- CMS should be able to generate content feeds.
- CMS should be able to be integrated with any workflow systems, which supports e-forms.

7. The service provider shall integrate with Website Analytics tools for real-time tracking of user behaviour, traffic sources, and content performance.

**3.2.7 Feedback:** Should have options for online filling the feedback form. Necessary field such as contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.

**Scope of Work(Development) Summary:**

| SrNo | Particulars  | Category         |
|------|--|------------------|
| 1    | Primary/ Secondary/ Tertiary content                 | Revamp & Upgrade |
| 2    | Reports/ Publications/ Project Locator/ Infographics | Revamp & Upgrade |
| 3    | Case studies/ Success Stories/ NABARD in News        | Revamp & Upgrade |
| 4    | NABARD's History/ Milestones/ Key Facts              | New Initiative   |
| 5    | Chatbot/ E-LMS/ Text to Speech/ Calendar             | New Initiative   |
| 6    | Multiple Language Support/ Legal Framework           | New Initiative   |
| 7    | Previous Chairman/ Chairman's Lecture/Speech/        | New Initiative   |
| 8    | Chairman Media Interaction/ Quotes                   | New Initiative   |
| 9    | Use of AI for summary of publications/ Translation   | New Initiative   |

**3.2.8 Outlook:** The website shall allow choice of themes, skins, pages and page layout. Here Themes means light/ dark/ gray scale / colours in existing website, Any colour required as per Government of India guidelines & Compliances like STQC,

Accessibility Guidelines, GIGW, DBIM and any other if required by NABARD in future.

### 3.2.9 Technical Requirements

1. The ownership of entire data hosted in NABARD's corporate website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NABARD. The selected service provider is expected to have capabilities to create Contents related to website like Text, Visual and Audio-Visual, Images and anything else specified by NABARD in future.
2. Similarly, the ownership of all source codes of software used for the purpose of hosting the content on NABARD's corporate website would rest with NABARD.
3. Copy of the source code shall be submitted to NABARD for maintenance in repository on an annual basis or when there is major change/ update.
4. NABARD reserves the right to change the service provider for development or maintenance of the project with one-month notice period at any point of time.
5. Hence the source code along with other software/data required to migrate the entire website from the current service provider to another would have to be provided to NABARD whenever the same is asked for by NABARD.
6. Website should be developed with nabard.org extension.
7. The website will be hosted in-house NABARD servers. The service provider should develop the website to be compatible with the following software development stack prescribed by NABARD:

|                                 |   |
|---------------------------------|---|
| <b>Operating System</b>         | <b>Windows</b>  |
| <b>Type of DB</b>               | Relational  |
| <b>Database</b>                 | MS SQL Enterprise Edition                                 |
| <b>Web Server</b>               | Apache / J Boss   |
| <b>Frontend</b>                 | Any Latest Modern Technology (e.g., React, Angular)       |
| <b>Backend</b>                  | Any Latest Modern Technology (e.g., Node.js, Spring Boot) |
| <b>Hypervisor Compatibility</b> | AVH on Nutanix Platform                                   |

8. The Virtual Server will be created on Nutanix Platform as per the configuration mentioned by the service provider. The service provider is required to mention the Server Configuration details including number of Cores, RAM and Storage Space required for each VM, App and DB Servers separately. NABARD will

ensure Server along with Windows Server OS license and Anti-Virus security license. The service provider needs to buy licenses related to application and DB software.

9. The project (website) that will be built by the selected service provider shall be hosted in-house servers of NABARD as specified above but it must be ensured from future perspective that it shall have the possibility to migrate to cloud or hybrid environments. Ability to deploy the platform on containerized environment is preferred.
10. Web pages are displayed in HTML format with scope for links to details wherever available.
11. The Service Provider shall ensure proper version control, which should be in place for managing source code and track changes.
12. The Service Provider will provide all licenses that should be compatible with Nutanix server.
13. Material is sent in MS-word, MS-Excel (charts & tables), .pdf, etc. The display is in html/pdf and excel formats. Photographs are sent in JPEG or other formats. Videos are sent in MP4, AVI or WMV formats. Tables and accounting related data are maintained in MS-Excel format.
14. The bidder shall ensure the following without any failure:
  - Uptime:** Minimum 99.9% uptime for the website.
  - Response Time:** Maximum 4 hours for critical issues, 8 hours for non-critical issues.
  - Resolution Time:** 24 hours for critical bugs, 48 hours for others.
  - Page Load Time:** Maximum 3 seconds for 95% of pages under normal conditions.
15. Website should run independent of IP Address i.e. IP Addresses should be not be hard coded in the source code/configuration.
16. Websites should be IPv6 compliant.
17. Website should be able to open in all six ways. for example
  - a) <https://www.nabard.org>
  - b) <http://www.nabard.org>
  - c) [www.nabard.org](http://www.nabard.org)
  - d) [https:// nabard.org](https://nabard.org)
  - e) [http:// nabard.org](http://nabard.org)
  - f) [nabard.org](http://nabard.org)



18. Website should be running on SSL i.e. http request should automatically get redirected to https.
19. Website should be compatible to run on multi server environment for load sharing (if required)
20. Website should be compatible for accessibility from any device, any Operating System and any browser.
21. Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.
22. CAPTCHA should be present for web pages with form field such as feedback form.
23. Logging to be enabled for Web Server / DB Server.
24. Password should not be hardcoded in any website configuration files or stored in plain text.
25. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
26. Website should be in compliance with below standards:
  - e-Governance Standards of Government of India:
    - a) Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0
    - b) MDDS- Demographic Standards
    - c) Character Encoding
    - d) Standard Font.
    - e) Policy on Open Standards for e-Governance
  - Framework for Mobile Governance
  - SMS / Mobile Gateway established by CDAC may be used.
  - e-Governance standards of Government of India ([egovstandards.gov.in](http://egovstandards.gov.in))
  - Guidelines of Indian Government Website (GIGW 3.0)
  - WCAG 2.1 level AA, W3C
  - STQC certification
  - Digital Brand Identity Manual 3.0
  - The Digital Personal Data Protection Act 2023
  - The website must comply with Rights of Persons with Disabilities Act 2016, rules notified through gazette notification dated 15<sup>th</sup> June 2017 Chapter VI, Rule no 15 & 16. and Accessibility Audit certification from Government of India empanelled agency will only be considered.



- For development of Multi-lingual website like English/Hindi standard words which are frequently used is available on <https://rajbhasha.gov.in> website
- Be able to operate on various Operating Systems like Windows, LINUX, MAC etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- The selected service provider shall integrate the services of "Bhashini," a tool developed by MeitY, Government of India, for translating website content into all 22 official languages and transcribing videos and speeches of dignitaries published on the website.
- Any costs incurred for availing Bhashini's services shall be paid by the vendor to Bhashini as per the actual billing amount. These costs can be claimed by the service provider when submitting bills to NABARD, accompanied by original supporting documents.
- In view of the above point, the service provider shall not claim any additional services or management fees beyond the actual bills provided by Bhashini for its services.

### **3.2.10 Training & Hosting of Website:**

- ❖ Detailed description of the developing team needs to be shared by the Service Provider company prior to starting the development of the website.
- ❖ Any Training or handholding that would be required for this project will be provided by the Service Provider without any additional cost and travel/lodging expenses, etc. of the Service Providers's representatives will be borne by the developer/Service Provider organization. It will be mandatory to provide training manuals or documents to NABARD and their officials by the Service Provider. The training will be held in NABARD office in Mumbai/ Regional office/ Training centres.
- ❖ Training shall be conducted whenever notified by NABARD to the service provider, to conduct training session for the target personals (eg: NABARD staff, content managers, consultants, regional office staff) where training can be in any format (in-person, virtual, self-paced e-learning) for 2 to 5 days.
- ❖ Intellectual Property Rights (IPR) of the source code will vest solely with the NABARD. However, such a system will not be allowed to misuse by quoting same project or sub-sections of this project to other departments or Regional

Offices of NABARD, As Corporate Communications department, NABARD may provide the same free of cost to other Departments or Regional Offices of NABARD.

- Hosting of Websites, use of Official Email IDs and other Cloud based services and compliance with security audits norms specified by Government of India. Use of private email IDs of officials is strictly prohibited for feedback, comments, etc. private email IDs of official will not be provided.
  - Adoption of Technical Standards for Interoperability Framework and other standards published by Government of India.
- ❖ Level 0 Check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per OWASP.

### **3.2.11 Back-up and audit of website**

- a. The service provider will be responsible for adopting secure development practice which prevents the project from hacking, phishing or such related events.
- b. Each service provider should prove his ability to provide the following technical services/ meet the technical expectations in a clear manner in the same sequence as specified below:
  - i. Should have expertise in configuring, installing and maintaining licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the server.
  - ii. All software should be regularly patched/updated.
  - iii. The service provider should use SLA metric for back-up and maintenance.
  - iv. Service provider should have a governance structure in place to report to NABARD's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.
  - v. Service provider should do 24X7X365 security monitoring of NABARD's website applications developed by them (coding point of view) to detect attacks and alert about suspicious events that may lead to breach of security.
  - vi. NABARD shall conduct disaster recovery drills from time to time, which shall be supported by the service provider whenever notified by NABARD, during the contract period.

### **Vulnerability Assessment and Penetration Testing**

- vii. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the project. The Service Provider shall make

suitable changes as per the recommendations emerging from VAPT within the contract period at no additional cost to NABARD, it is also expected from the service provider that they will coordinate with the stakeholders during the process and the vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

| Sr. No. | Severity                                 | Impact  | Resolution Time                     | Penalty   |
|---------|--|---|-------------------------------------|---|
| 1       | Critical & High category Vulnerabilities | Exploitation could result in elevated privileges.<br><br>Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices.<br><br>Exploitation could result in significant data loss or downtime. | Within 1 (One) days of intimation   | Payments for the release shall be made only upon fixing of all the reported vulnerabilities |
| 2       | Medium Category Vulnerabilities          | Exploitation provides only very limited access to attacker.   | Within 3 (Three) days of intimation |   |
| 3       | Other Category Vulnerabilities           | Very little impact on the NABARD's or any of its client's business or operations.   | Within 5(Five) days of intimation   | -   |

viii. **NABARD shall carry out retesting** after remediation to confirm closure of vulnerabilities

ix. The service provider shall ensure Black-Box, White-Box and Grey-Box Testing to make sure that the project is free from external and internal vulnerabilities

### 3.2.12 Security Audit

#### 1. Website Security Audit:

- For any sub-website or micro website developed under this project, the Security Audit of website shall be done by the service provider, no additional cost will be paid.
- The entire website needs to be Security Audited by the Empanelled Security Auditors of Standardisation Testing & Quality Certification Directorate, Ministry of Electronics and Information Technology, Government of India. Cost for Security Audit for entire website (including all sub-site/ microsite)

should be part of the proposal as cost of the same will be borne by the service provider.

2. Security Audit Certificate to be mandatory without security audit the development will be considered incomplete. Source code of the website has to be submitted by Developer to NABARD. Documentation of Source Code along with Administration/User Manuals needs to be submitted.
3. Any vulnerability found during the security audit, service provider has to close the same accordingly and ensure complete security audit done successfully.
4. The website will be hosted in-house in NABARD servers. The developer has to follow NABARD's rules and Regulation. In case of any issue regarding hosting of website DIT & CCD should be duly informed.

### **3.2.13 Audit & Compliance**

- i. The selected service provider must ensure compliance with the latest Government of India regulations as outlined in this document.
- ii. All audits and compliances must be completed during the project's development phase, ensuring all norms are met before deployment of the project to the server.
- iii. The Service Provider shall maintain an audit trail of all changes to the website (e.g., content updates, code deployments) for accountability.
- iv. The financial bid shall include cost related to compliance and audit during submission of bid, as NABARD will not consider any separate bill or vouchers outside the submitted financial proposal.
- v. Any new guidelines issued by the Government of India after deployment of first version of the project into the server, the service provider must ensure compliance mandatorily meet with these new notifications.
- vi. In case any new compliance or audit requirements arise in the future i.e. after deployment of first version for the project into the server that incurs additional costs, the service provider may take prior approval from NABARD.
- vii. Only the approved work will become the part of the project which may be billed as per approved terms and conditions by NABARD.

### **3.2.14 Inspection and Testing**

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The service provider will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the NABARD.

The Project will be treated as complete only if:

- UAT is completed
- Handover to NABARD, when it is completed
- Final Source code along with Security Audit Certificate of the project along with detailed documentation and IPR is being transferred to Corporate Communications Department, NABARD (hereinafter referred as ‘Department’) as it will be NABARD’s Property.
- **Project Governance Framework:**
  - Regular status meetings (e.g., weekly / monthly) shall be held with the selected service provider to review the development and maintenance of the website
  - Steering committee with NABARD and vendor representatives shall be formed to oversee progress.
  - Milestone-based reviews to track deliverables on time.

### **3.2.15 Copyright**

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of NABARD. The Successful service provider will transfer to the Department, all Intellectual Property Rights in the Software developed. The service provider shall relinquish to the Department, with the source code of the developed project within 120 days from the date of acceptance of the project. The source code supplied to the Department shall at all times be a complete, accurate, and upto date copy corresponding exactly to the current production release of the software.

### **3.2.16 Operational Acceptance**

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the project:

- I. Service provider shall host the built project for User Acceptance Testing at NABARD data centre.
- II. The integration should be completed before the official launch of the application.
- III. In the go-live phase, service provider will have to manage and roll out a beta stage where the project will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the service provider in consultation with NABARD Officials and validated by NABARD Officials. Based on the test results, required changes will be carried out and

tested. Post this, NABARD website will be officially launched and operational acceptance will be completed.

- IV. The selected service provider should conduct load and stress testing to support a minimum of 10,000 concurrent users during peak events.

The selected service provider must agree to above criteria for complete system acceptance and further agrees that:

- a) It will provide without additional charge to NABARD and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- b) In order to accept the project, NABARD must be satisfied that all of the work has been completed and delivered to NABARD's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the service provider in the presence of NABARD's authorized/nominated official.

### **3.2.17 Operations and Maintenance**

After the successful operational acceptance, i.e. Post Go-live of the project the selected service provider shall maintain and support the project for 5 years, which shall be as follows:

- i. Warranty should be provided for 01 year after Go Live.
- ii. After expiry of the warranty mentioned in 3.2.17(i), the service provider shall maintain and support for 04 years under AMC.
- iii. Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- iv. Providing all project updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc
- v. Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
- vi. The selected service provider shall provide a dedicated project manager (required to be deployed full time) during the period of the contract that should

be present for discussions, important meetings and should act as one-point contact for NABARD.

- vii. An Experienced resource personal mandatorily need to be onsite on all working days of NABARD for maintenance of portal.

### **3.2.18 Data Migration**

1. Service Provider will be completely responsible for end-to-end Data Migration from Legacy System to proposed solution and execution of design, development, and testing of all data extract, transform and load (ETL) activities.
2. Ensure use of best practices, processes, and standards for effectively carrying out data migration activities, Prepare data migration plans including migration risk, milestones, quality and other related details.
3. All necessary tools / queries / scripts required for extraction, transformation and migration must be provided by the Service Provider. No additional cost shall be paid for data migration beyond financial proposal.
4. The Service Provider is expected to import historic web & mobile analytics data from existing Web Analytics solution into the proposed on-premises Analytics Solution. The service provider is expected to migrate data before go-live of the project.
5. To facilitate understanding of the data in the Legacy application, Bank shall make available necessary support (manpower and knowledge of formats) of the existing vendor, or representative of the Bank.
6. Existing documents on the website contains existing Links/URLs redirection. Once the migration is completed, this URL redirection to new URL should be mapped accurately.
7. The service provider is expected to provide an archival solution within the proposed application for the historical / archived data. The necessary configuration and implementation of the archival solution shall be the responsibility of the service provider. The service provider shall be responsible for complete data cleansing and data validation exercise of the data migrated from the legacy systems.
8. NABARD reserves the right to data migration by respective stakeholders of proposed solution and any gaps/ discrepancies found during the functions of application are to be rectified by the service provider.



9. The service provider should provide facility for capturing the data through data entry module/ screen, which arises out of the gaps between proposed solution and present system.
10. The data entered through such screens is to be validated (maker and checker) and it is to be uploaded by the service provider.
11. The service provider should ensure that all required fields available in the existing system and required for the solution are properly migrated.
12. The service provider is required to certify completeness and accuracy of migrated data, transaction history, and balances at each data migration instance.
13. It is clarified that the ownership of data shall always remain with NABARD and the service provider shall be responsible to maintain complete confidentiality of the same. Service provider shall be responsible for all loss, inaccuracies, and discrepancies in data arising out of data migration.
14. The Service Provider should ensure that while applying software updates / upgrades / patches and in the version migration, the developed as well as the customized solutions is properly migrated to such higher versions or extended versions. It is the Service Provider's responsibility to ensure that any customization is compatible with upgraded applications / modules.
15. The Total data volume for existing NABARD website are as follows

| SrNo | Particular                                 | Volume  |
|------|--|---|
| 1    | Existing Project (English + Hindi website) | 746.01 GB   |
| 2    | Existing Database                          | 14.85 GB  |
| 3    | Existing File types                        | .pdf, .xls, .xlsx, .doc, .docx, .cs, .css, .js, .jquery, .sql, .jpg, .jpeg, .png, etc |

### **3.2.19 Exit Management**

1. The Service Provider at the end of SLA or termination of SLA before planned of the contract period for any reason shall successfully carry out the exit management and transition of this project to NABARD or its specified agency to NABARD's satisfaction.
2. The Service Provider shall undertake to complete the following as part of the exit management and transition, complete the updating of all project documents and other artefacts and handover the same before transition.



3. If the NABARD decides to take over the operations of the project on its own or identifies or selects any other agency for providing support services on this project, then Service Provider shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the entire project, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the project, conducting Training sessions etc.
4. The exit management and transition will be considered complete based on approval from the NABARD.
5. Exit Management will include a detailed exit management plan with but not limited to:
  - a) **Knowledge Transfer:** Comprehensive documentation and training for NABARD staff or the new vendor.
  - b) **Data Handover:** Formats and timelines for transferring all data, source code, and configurations.
  - c) **Transition Support:** 3-month support period post-contract to ensure a smooth transition.
6. Plans for communication with the new service provider, NABARD Officer/staff and any related third party as when necessary to avoid any impact on the NABARD 's operations as a result of undertaking the transfer;
7. The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
8. During the exit management period, the Service Provider shall use its best efforts to deliver the services.
9. This Exit Management plan shall be furnished in writing by the Service Provider to the NABARD within 90 days from the Effective Date of the Agreement.

## Annexure IX

## Scoring Matrices

**Preliminary Evaluation - Profile of bidders - Eligibility - as per 4.13, 6.1, 6.2, 6.3 and 8.5 of the RFP.**

[illegible]

| Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP) |  |             |          |              |               |               |                 |
|---|--|-------------|----------|--------------|---------------|---------------|-----------------|
| Name of service Provider:   |  |             |          |              |               |               |                 |
| Part – A: Based on scrutiny of Bids Submitted                     |  |             |          |              |               |               |                 |
| S. No.  | Particulars  | Description |          |              | Minimum Marks | Maximum Marks | Awarded to firm |
| 1   | In-house capability for writing and editing (based upon proven capacity along with URLs) – detailed sheet enclosed   | 0-5 Marks   |          |              | 02            | 05            |                 |
| 2   | Quality of websites designed (based upon the details of sites developed for other clients) - Quality of overall feel: colour scheme, Layout, Animation, ease of navigation & Search engine | 0-10 Marks  |          |              | 05            | 10            |                 |
|   |  |             |          |              |               |               |                 |
| 3   | Number of years in business  | 3-4 Year    | 4-5 Year | Above 5 Year | 05            | 10            |                 |
|   | Marks allotted   | 5           | 8        | 10           |               |               |                 |
|   |  |             |          |              |               |               |                 |
| 4   | Average turnover of last three years   | 1-5 Cr.     | 5-10 Cr. | Above 10 Cr. | 03            | 05            |                 |
|   | Marks allotted   | 3           | 4        | 5            |               |               |                 |
|   |  |             |          |              |               |               |                 |
| 5   | Number of staff  | 30-40       | 40-60    | Above 60     | 02            | 05            |                 |
|   | Marks allotted   | 2           | 3        | 5            |               |               |                 |
| Total for Part A  |  |             |          |              | 17            | 35            |                 |

| <b>Technical Evaluation (as per 5.3 (3,4,5), 6.1 and 6.3 of the RFP)</b> |   |                    |                      |                      |                        |
|--|---|--------------------|----------------------|----------------------|------------------------|
| <b>Name of service Provider:</b>   |   |                    |                      |                      |                        |
| <b>Part – B: Presentation</b>  |   |                    |                      |                      |                        |
| <b>S. No.</b>  | <b>Particulars</b>                                    | <b>Description</b> | <b>Minimum Marks</b> | <b>Maximum Marks</b> | <b>Awarded to firm</b> |
| 1  | Understanding about NABARD as an organization         | 0-5 Marks          | <b>03</b>            | <b>05</b>            |                        |
| 2  | Understanding about NABARD's web related requirements | 0-10 Marks         | <b>07</b>            | <b>10</b>            |                        |
| 3  | Quality of dummy website created for NABARD           | 0-10 Marks         | <b>07</b>            | <b>10</b>            |                        |
| 4(i)   | Quality of dummy website - Home page                  | 0-20 Marks         | <b>13</b>            | <b>20</b>            |                        |
| 4(ii)  | Quality of dummy website - inside page                | 0-20 Marks         | <b>13</b>            | <b>20</b>            |                        |
| <b>Total for Part B</b>  |   |                    | <b>43</b>            | <b>65</b>            |                        |
| <b>Grand Total (Part A + B)</b>  |   |                    | <b>60</b>            | <b>100</b>           |                        |

\* Total Marks (Technical Evaluation) (100) = scrutiny of documents (35 marks) + presentation (65 marks)

\* For the purpose of final evaluation (i.e. Technical + Financial), the marks obtained in the Technical Evaluation will be scaled to a maximum of 70 marks.

\*Example if a company ABC in Technical Evaluation scores 75 out of 100, then for final evaluation it will be considered 49 out of 70 marks.

\*Financial Evaluation will be of 30 Marks and its weightage will be 30 in final evaluation.

## 1. Introduction

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government EMarketplace (GeM) is the National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

## 2. General Terms and Definitions:

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warranty obligations as defined in the scope of supply given in the contract.

**Note: If nothing contrary is specified in the contract and in the detailed specification of products given in contract, the scope of contract shall be supply of Goods on free delivery to consignee basis.**

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- c. **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.
- d. **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.
- e. **“CATEGORY SPECIFICATION”** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.
- f. **“BUYER”** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State/PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.
- g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

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The “Seller on GeM” will be either OEM (Original Equipment Manufacturer\*) or Seller having authorization to sell products manufactured by the OEM in open market or Licensed manufacturer under Drugs & Cosmetics Act, 1940 or Seller without OEM authorization inline with Quadrant policy of GeM.

\* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal (which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required).

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal, Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable. For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”.

- h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.
- i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM and by participating in Bids floated on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display publicly the content / materials / documents which has been submitted to GeM and / or GeM Buyer(s) during registration / bid participation excluding Aadhaar Number. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e- signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available

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in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

- j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications, etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC, as the case may be.
- k. **“BID SECURITY”** (also known as Earnest Money Deposit) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser’s interest in all respects.
- l. **“PERFORMANCE SECURITY”** shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser’s interest in all respects.

### **3. Role, Responsibilities and Obligations of Buyer / Seller / Service Provider:**

#### **A. Role and Responsibilities of Sellers / Service Providers on GeM are as under:**

- i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.
- ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its



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actions and also for any liability arising out of such actions.

- v. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.
- viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration, etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non- updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.
- ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data

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discrepancy. Seller will be solely responsible for the same.

- x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.
- xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily on GeM Marketplace (unless otherwise specified). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM Marketplace and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price lower than Offer Price on GeM Marketplace. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
- xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST, etc.
- xiii. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.

If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.

No claim whatsoever against such contract shall be admissible and entertained.

- xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments

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liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017.

- xv. In case of drug manufacturer licensed under Drugs & Cosmetics Act 1940, drug manufacturers have to submit a notarized undertaking that the license for the product submitted by them has been issued under Drugs & Cosmetics Act, 1940 and is authentic and that the data of the same has been uploaded by the manufacturer on the SUGAM Portal under rule 84AB of Drugs Rules, 1945.

Only such manufacturers who have given the said undertaking as above will be considered as authentic for registration on GeM.

The said undertaking / affidavit to be submitted by the Drug Manufacturer, in prescribed form, would enable / empower Buyer / Ministry / Central Drugs Standard Control Organization (CDSCO) to initiate criminal proceedings in case of false declarations.

- xvi. By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.
- xvii. Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive, except in case of Single Packet Bidding.
- xviii. 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.
- xix. Seller / Service Provider, in line with Public Procurement (Preference to Make in India), Order 2017 dated 19<sup>th</sup> July, 2024 (as amended from time to time), shall provide self-certification for local content in the quoted item (goods / services) at the time of bidding. However, at the time of execution of the contract, for all contracts above ₹ 10 Crore, the seller / service provider shall be required to give local content certification duly certified

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by cost / chartered accountant in practice. For cases where it is not possible to provide certification by cost / chartered accountant at the time of execution of contract, the seller / service provider shall be permitted to provide the certificate for local content from cost / chartered accountant after completion of the contract, within time limit acceptable to the Buyer.

In case Seller / Service Provider does not meet the stipulated local content requirement and the category of the Seller/ Service Provider changes from Class-I to Class-II / Non-local supplier or from Class-II to Non-local supplier, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- xx. False declaration(s) regarding percentage of local content in line with Public Procurement (Preference to Make in India), Order 2017 dated 19<sup>th</sup> July, 2024 (as amended from time to time) by Sellers/ Service Providers will be treated as breach of the Code of Integrity under Rule 175(1)(i)(h) of General Financial Rules for which the Sellers /Service Providers or its successors can be debarred for up to two years as per Rule 151(iii) of General Financial Rules along with such actions as may be permissible under law.

### **B. Role and Responsibilities of Buyer on GeM:**

Buyer Registration on GeM is divided in two categories:

#### **a. Primary User:** In GeM, the Primary User is as under:

- i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statuary Bodies at the level of Deputy Secretary of the Government of India or equivalent
- ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

- #### **b. Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc. The access rights permissible to registered Secondary users would be

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decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority / Indentor / Technical Evaluator, etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government fromtime to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority, etc.) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.
- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search andshortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictlyprohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and BusinessAnalytics made available in GeM including e-bidding and reverse auction.
- vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined inGFR and other procurement guidelines issued by the Government from time to time.
- vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and

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adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).

- viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- ix. Buyers are not allowed to place any order at GeM prices outside of GeM portal. The prices on GeM or discovered through GeM are only applicable if the procurement is made through GeM portal and online order is placed on GeM. Using GeM portal prices for placement of order outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as invalid and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers as well as sellers including suspension from GeM and / or reduction of Buyer / seller rating, etc. In case offline order is required to be placed due to some difficulty faced while awarding online contract on GeM due to any technical issue and / or lack of any functionality on the portal, offline order may be released. However, in all such cases, Buyers are obligated to promptly inform GeM, in writing, about any such issue(s) for generating and / or awarding of the contract through GeM portal and must get the order regularized by placement of an online order on GeM for the offline order to be treated as valid contract.
- x. The Additional Terms and Conditions (ATC) are to be incorporated by the Buyer after approval of its Competent Authority in the Buyer Organization, whereby the Buyer Organization is solely responsible for the impact of these additional clauses on the bidding process. Such impact may include restricting competition, enabling cartel formation, leading to higher procurement cost and lack of transparency. It is to be noted that if any clause(s) is / are incorporated by the Buyer in ATC as mentioned in the Disclaimer being published along with the bid document (either reported or discovered on suo-moto basis), then GeM reserves the right to:
  - a) Give due opportunity to the Buyer to remove any such clause(s) through official corrigendum within a reasonable timeline and thereafter cancel the bid in case of non-adherence by the Buyer
  - or
  - b) Directly cancel the bid.
- xi. Verification and / or validation of document(s) being submitted by bidder(s) during

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bid participation process lies solely with the buyer and GeM neither certifies the claim of the bidder(s) nor participate in the decision making process of buyer in any manner whatsoever.

### C. Role and Responsibilities of Buyer / Seller / Service Provider on GeM:

a) Buyers / Sellers / Service Providers are solely responsible to keep themselves updated by visiting and logging-in & checking all notifications on their dashboard on a regular basis with respect to any information / event, including but not limited to, bid / reverse auction participation, price match, clarification request, Auto PRC, Auto CRAC, etc. and GeM shall not be responsible for any delay / failure of Buyer / Sellers / Service Provider to act upon the same, if desired, in a timely manner.

**Note: Email / SMS alerts are in-built in GeM system only as an additional feature to keep procuring entities as well as bidders informed. However, delivery of any such alerts to respective stakeholder is dependent upon, including but not limited to, configuration of stakeholders' account in the portal, receiver's Email / SMS server, Mail-box / Mobile capacity, etc.**

b) Buyers / Sellers / Service Providers who wish to avail the e-BG facility available at GeM portal integrated through National E-Governance Services Limited (NeSL), hereby authorise GeM to receive, exchange, share, disseminate or part with any and / or all information relating to e-BG submitted by the Seller / Service Provider in favour of the Buyer, through NeSL portal and shall not hold GeM liable for receiving / sharing / exchanging / disseminating of such information as stated above.

c) The Buyer(s) further authorise GeM to initiate requests pertaining to e-BGs on behalf of the Buyers through NeSL portal and shall not hold GeM liable for initiation of such requests.

d) The Buyers / Sellers / Service Providers registered on GeM portal hereby give their explicit consent for the receipt / sharing / disseminating / exchanging of any and all information available with the NeSL regarding e-BG submitted by Seller / Service Provider issued by various banks in favour of the Buyer, with the Government EMarketplace (GeM) portal.

e) This consent shall remain in effect for the duration of the Buyer's / Seller's / Service Provider's registration on the GeM portal. In the event, the Buyer / Seller / Service Provider wishes to revoke its consent, they shall not use the NeSL facility available at the GeM portal for any transactions.

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f) The Buyer / Seller / Service Provider confirms that they have read, understood, and agreed to the terms mentioned hereinabove, and that this consent / authorization is given voluntarily and without coercion.

### **4. Enabling provisions of Rule 149 of General Financial Rules- 2017**

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 10.07.2024 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

- i. Up to ₹ 50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

**Note: In case of automobiles, procurement under this sub-rule is permitted without any ceiling limit.**

- ii. Above ₹50,000/- and up to ₹10,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by Buyer even for procurements less than ₹10,00,000/-, if decided by the competent authority.
- iii. Above ₹10,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.
- iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.
- v. GFR rule 149 allows direct on-line purchases on GeM up to ₹50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However, this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below ₹50,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.
- vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at



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which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price (LPP) on GeM, Department's own Last Purchase Price; rates on other e-commerce websites, etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above ₹50,000/-.

- vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above ₹50,000/- and up to ₹10,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal enables buyer to first compare all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken by the Buyer that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs, as per GFR. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017, as amended from time to time or the Procurement Guidelines of the respective Organisation as the case may be.
- ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, it is the responsibility of the Buyer to ensure that compliances with the conditions / rules as laid down under GFR, 2017, as amended from time to time or the Procurement Guidelines of the respective Organisation, as the case may be, is met before initiating procurement under PAC:

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(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017 or the Procurement Guidelines of the respective Organisation, as the case may be, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. The Buyer should ensure before procuring the goods under PAC Buying that the Proprietary Article Certificate as per the conditions laid down in GFR or the Procurement Guidelines of the respective Organisation, as the case may be, is available with the Buyer. It is the responsibility of the Buyer to ensure compliance with GFR or the Procurement Guidelines of the respective Organisation while procuring goods on proprietary basis through the GeM Portal including ensuring the certificate to be in proper format as per GFR or the Procurement Guidelines of the respective Organisation, as the case may be.

(b) The Buyer should note that the Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorized sellers, the important issue of price control remaining with the OEM should not be overlooked. Therefore, in case of all the PAC procurements, the Buyers are advised to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR- 2017 or the Procurement Guidelines of the respective Organisation, as the case may be.

(c) Except for direct buying up to ₹50,000/- subject to establishing the reasonableness of price, the bidding is mandatory for procurements above ₹50,000/- as per GFR. As result of bidding, the response could be as under:

- i. Only OEM is available or only single authorised seller is available.
- ii. OEM as well as multiple authorised Sellers are available.
- iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017 or the Procurement

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Guidelines of the respective Organisation, as the case may be.

- x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since un-realistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.
- xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.
- xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

### **xiii. e-Bidding and Reverse Auction (RA) on GeM**

- (a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.
- (b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical

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parameters, warranty period, consignee location(s) etc.as per the requirement. In case the search made using actual quantityrequired, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantitymay be amended to match the actual requirement at the time of finalizing e-Bidding / RA.

- (c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e- Bidding / RA for the required Goods/Services.
- (d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, Bid Security, Performance Security, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product selection and / or outcome of bidding process.
- (e) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date forbid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these timelines, the Sellers are required to offer their Goods / Services onGeM well in advance before bid closure. The decision of the Buyer / GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.
- (f) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under:
  - i) e-Bidding shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST).
  - ii) RA in Bid to RA case, where the bid offer validity is less than 30 days, will be extended to 30 days including the RA initiation date.

Bid Validity can be further extended with mutual consent between Buyer and Seller. The products offered in e-Bidding / RA cannot be withdrawn by the Sellers from GeM during the bid validity period. However, in case there has

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been some technical issues in extending bid validity online on GeM portal and the buyer has in compliance with Clause 3(B)(b)(ix) communicated its intention to award the contract or awarded the contract to the successful bidder in writing, through any means and mode, outside GeM portal before the expiry of the bid validity, then in such circumstances, for the purposes of resolution of any such technical issues and /or necessary regularization, the bid validity shall be deemed to be extended until such issue is resolved / regularized by GeM.

The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.

- (g) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.
- (h) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, forced Reverse Auction shall be conducted for the required Goods among all technically qualified bidders with 50% elimination rule as per clause 13 (u) (1) in case of bids for Goods.

Whereas in case of Service bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

- (i) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.

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- (j) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002, as amended from time to time.
- (k) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (l) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.
- (m) There shall be no Bid Security for Bids / RA having estimated value less than ₹5 lakh. For bids / RA having estimated value more than ₹5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of Bid Security required to be submitted by bidders. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

GeM recommends quantum of Bid Security @ 1% of estimated value of procurement. The Buyer also has the option to select Bid Security between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract. Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and

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to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- v. Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s)
- vi. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vii. Central / State PSUs.
- viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

### **Note:**

**1) No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC / STC. Such clauses which are against the GeM GTC, will be treated as null and void.**

**2) However, State Government / State Autonomous / State Local Bodies / State PSU / Cooperatives may choose to seek EMD from MSE bidders by specifying the same in ATC / STC of the Bid. In case no such clause is included in ATC / STC, EMD exemption as per para (m) above shall prevail.**

(n) Bid Security submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security within stipulated time

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required as per e-bid / RA conditions.

- (o) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (p) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (q) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- (r) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- (s) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.
- (t) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time" issued by MoSME".

### **Note:**

**However, State Government / State Autonomous / State Local Bodies / State PSU / Cooperatives may choose to follow Make in India and MSE policy in line with State's own Procurement Policy by specifying the same in ATC / STC of the Bid.**



**(u) Bid to RA:**

While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted as per Bid to RA qualification rule selected by the buyer, which have been stated below:

**1) Bid to RA with 50% elimination rule:**

Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**2) Bid to RA with H-1 elimination rule:**

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

(a) If number of technically qualified bidders are only 2 or 3.

(b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

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(c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

(d) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.

(e) If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.

- (v) In case of a service disruption at GeMs' end during the Reverse Auction (RA), the RA process shall start all over again, with the last recorded lowest price of prematurely ended RA Process as the 'Start bid' price. The prices quoted in the prematurely ended RA process shall be binding on all the bidders for consideration even if the restarted process does not trigger within the time stipulated by GeM. GeM's decision regarding restarting RA shall be binding on all stakeholders.
- (w) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM

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Portal, will not be allowed through RMS.

- (x) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.
- (y) Bid Splitting: In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3, etc. as per ratio of splitting pre-disclosed in the bid. After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

### **5. Contract(s):**

Following documents shall be construed to be part of the contract generated through GeM:

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- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

### **6. Prices:**

- i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR (₹) for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

By offering their product and fulfilling the basic need of regular updating of the stock on GeM as stipulated on the portal, the Seller agrees for the acceptance of the order placed through the Direct purchase and L1 purchase without any need for any acceptance or confirmation. The seller commits to hold the price and

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offer as valid till the date seller itself removes the product offer from GeM or changes the price in compliance with online price change guidelines / rule engines applicable in that category. The action as deemed fit may be initiated for the declining of the such orders as incident policy of the GeM.

- ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However, evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).
- iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.
- iv. **Transaction / Annual Milestone Charge:** Sellers / Buyers will have to pay Transaction Charge and / or Annual Milestone Charge, wherever applicable, as per extant Revenue Policy of GeM.

### **7. Performance Security and Performance:**

- i. There shall be no Performance security requirement for contracts Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149.
- ii. In case of contracts placed following e-Bidding / RA, Performance Security valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. The Buyer has the option to select Performance Security up to 5% of the value of contract (as per GFR quantum of Performance Security should be between 3 % to 5 % of the value of contract). While finalizing e- Bid / RA, Buyer shall indicate the percentage (%) of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

Such Performance Security must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its

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genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.

If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security, as the case may be, to the Seller within 30 days of completion of all contractual obligations by the Seller.

### **8. Duties & Taxes:**

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the Bidder, before award of contract.
- ii. Any Statutory variation in the rate of GST, taking place between the Bid Submission by seller and Bid End Date, shall be to the Seller's account. Hence, Seller must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the seller. In case seller fails to incorporate the same in bid, the seller will not be eligible for claiming any change in price due to such Statutory variation.
- iii. Statutory variation in the rate of GST, taking place between the Bid end date and the original / re-fixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / re-fixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.  
  
In respect of contracts awarded under Direct Purchase and L-1 purchase, Statutory variation taking place after date of award of contract shall only be admissible subject to submission of documentary evidence and anti-profiteering compliance certificate to the Buyer. Changing Seller's offered price on GeM portal immediately after any such change in GST rates is seller's responsibility and in case of failure on part of seller, no increase shall be admissible for such changes taking place before award of contract under Direct Purchase and L-1 purchase.
- iv. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall

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be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

- v. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:
  - a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
  - b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
  - c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
  - d. The seller shall provide an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- vi. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.
- vii. Seller shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable

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for payment of the same.

### **9. Integrity Pact:**

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

### **10. Guarantee and Warrantee:**

- i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid / RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.
- ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.



**11. Buyer / Consignee's Right of Rejection (Return Policy):**

- i. The Goods delivered shall bear the self-certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.
- ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on-line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.
- iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will issue an online 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.
- iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer/Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

**12. Payment Authority and Payment Terms:**

Payments shall be made to the Seller in the manner below:

**i. For Goods:**

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In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

### **ii. For Services:**

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

### **13. Terms of Delivery:**

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

### **14. Delivery Period**

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

### **15. Extension of Delivery Period and Liquidated Damages:**

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any

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ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

- iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

**Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).**

iv. **Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, 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 event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller

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may with the concurrence of the Buyer elect to retain.

**16. Dispute resolution between the buyer and the seller / service provider**

**a) In case of order/ contracts placed without Bid / Reverse Auction (i.e. Direct Purchase, L1 Purchase, Push Button Procurement, etc.):**

- i. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User.
- ii. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

**b) In case of contracts placed through Bid / Reverse Auction:**

Method of dispute resolution will be as per the option(s) selected by buyer while creation of the bid itself in line with **“Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement”** issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

- c) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.
- d) Both the Parties understand and agree that GeM being an Intermediary cannot be made a party to any dispute in connection with or arising out of the Contract and/or mediation / arbitration /Court proceedings between the Parties.

**17. Laws Governing the Contract:**

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits, etc. provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

*“Government EMarketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out of a contract placed / bid created by the Buyer on Government EMarketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government EMarketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government EMarketplace is liable to be deleted from the array of parties.*

*In light of the above, we request your goodself to kindly delete Government EMarketplace from the array of parties.”*

**18. Limitation of Liability:**

In any event, neither party shall be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of either party, whether under the

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contract, in tort or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to:

- (i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement,
- (ii) In the event of any gross negligence or willful misconduct on part of either party, as finally judicially determined by a court of competent jurisdiction.

### **19. Termination for Default:**

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non-performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

### **20. Closure of Transaction:**

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

### **21. Grounds for Administrative Action**

- i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.
- ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:
  - (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting product specifications/details and irrelevant product photographs.
  - (b) Offering Goods / Services without having proper authorization

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- (c) Supplies goods of inferior/ substandard quality
- (d) Supplies or offers to supply refurbished or counterfeit or fake products
- (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
- (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding / RA process;
- (g) Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions;
- (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
- (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
- (j) Fails to execute an order/ contract or fail to execute it satisfactorily
- (k) Is declared bankrupt or insolvent;
- (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
- (m) Performs any activity which is listed as prohibited activities on GeM.
- (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in Public Interest.

**Note: The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.**

- iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Goods/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.
- iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate by GeM.
- v) The Seller and the Buyer understands that the grounds for administrative action as

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provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy. The Seller/ Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

### **22. Role of Government EMarketplace - Gem SPV**

Government EMarketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

- 22.1** To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.
- 22.2** Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time. To provide tools for on- line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.
- 22.3** To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.
- 22.4** To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.
- 22.5** To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.
- 22.6** To decide addition / deletion of any of the offered product(s)/Product category (ies) and their framework of technical parameters on GeM.
- 22.7** To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.
- 22.8** To offer and manage Demand Aggregation services for identified categories



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across buyers with assured reasonability of price, recommending for placement of orders by individual buyers

- 22.9** To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.
- 22.10** To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.
- 22.11** To identify and offer services of 3rd parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.
- 22.12** To identify and offer services of 3rd parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.
- 22.13** Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.
- 22.14** Removal / debarring the Sellers/Buyers and Goods / services in GeM.
- 22.15** Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).
- 22.16** To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.
- 22.17** To issue Notices, Circulars, News, Flashes, Updates, etc. in GeM
- 22.18** Reporting and MIS mechanism in GeM
- 22.19** Any other related activities in the GeM
- 22.20** In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- 22.21** To take approved User Charges from Buyers and Sellers for the various

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transactions on the GeM portal as decided and notified on the GeM portal.

### 23. Miscellaneous Provisions

**23.1 Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non- transferrable or assignable by the User to any third party, without the prior written consent of GeM.

If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.

**23.2 Indemnification:** The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

23.2.1 Breach of the contract(s); or

23.2.2 Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or

23.2.3 Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.

23.2.4 Violation of any intellectual property rights or any other rights.

Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express

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or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

**23.3 Severability:** If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

**23.4 Website Terms and Policies Update:** Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

**23.5 List of Prohibitive Activities (Suggestive and Non-Exhaustive):**

**LIST OF PROHIBITIVE ACTIVITIES:** The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non-compliant information. The prohibited activities include:

- (i) Indulging in cyber-crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.
- (ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or misusing others brand name.
- (iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.

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- (v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.
- (vi) Offering to sell or selling freebies which are 'Not for sale' Goods.
- (vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorization, if any required, for providing the Service.
- (viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.
- (ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).
- (x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.
- (xii) Using GeM prices for making procurement outside GeM Portal.
- (xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.
- (xiv) Uploading goods / services containing information that —
  - (a) Belongs to another person and to which the user does not have any right to;
  - (b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - (c) Harm minors in any way;

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- (d) Infringes any patent, trademark, copyright or other proprietary rights;
- (e) Violates any law for the time being in force;
- (f) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) Impersonate another person;
- (h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorized or exceeding the scope of authorized access to or other features of the GeM Website;
- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

### **24. Incident Management Policy on GeM:**

GeM is a trust based system and self- declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and guidelines, are termed as “deviation”. A deviation can occur while listing the products on GeM, at pre-contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or

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contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and / or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

If any individual has registered multiple proprietorship concerns as separate seller entities on GeM under different business names (with same PAN), all such Seller entities would be equally impacted by the action taken against any one of such entities for his default / deviation under incident management policy.

All the allied firms will be equally impacted by the action taken against any one of such entities for the default / deviation under Incident Management Policy.

Following is the definition of allied firms:

“Allied firm” (‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’) of a bidder is a firm / concern that comes within the sphere of effective control / influence of the principal firm, wherein the Principal Firm –

- i. being a proprietary firm, owns the Allied Firm,
- ii. being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
- iii. has common Management (say majority of director) with the Allied firm;
- iv. its partners or directors have a majority interest in the management of the Allied Firm;
- v. has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
- vi. directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm,
- vii. has the Allied Firm as its successor/ subsidiary or vice-a-versa;
- viii. has common offices/ manufacturing facilities with the Allied Firm.

### **25. Use of Aadhaar Number in GeM:**

Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

**26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)**

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.  
  
b) Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.
- II. The requirement of registration for bidders covered by I (b) above will be applicable for all procurements where bids are issued / published after 01.04.2023.
- III. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or

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- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- v. The beneficial owner for the purpose of (iv) above will be as under
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vii. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- viii. If the bidder was validly registered at the time of acceptance / placement of



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order, registration shall not be a relevant consideration during contract execution.

- IX. “Transfer of Technology” means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

### **27: Caution Money Deposit:**

- (i) All sellers on GeM are required to deposit a one-time amount as under as caution money:
1. Seller Turnover less than 1 Crore: ₹2,000/-
  2. Seller Turn over > 1 Crore but < 10 Crore: ₹10,000/-
  3. Seller Turn over > 10 Crore: ₹25,000/-
- (ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:
- (a) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security).
  - (b) Withdraws any bid submitted on GeM within the period of validity of the bid.
  - (c) Fails to furnish requisite performance security as per GeM e-bid / RA conditions.
- (iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

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- (iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

### **28: CMS 3.0 and OEM - Reseller responsibility matrix:**

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

- 1. CMS Quadrant 1 (CMS Q1):** Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.
- 2. CMS Quadrant 2 (CMS Q2):** OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.
- 3. CMS Quadrant 3 (CMS Q3):** Catalogue creation in categories under Q3 can be from OEMs and/or their Resellers concurrently. In case OEM has not created Product Catalogue, Resellers of OEMs are also permitted to do the same. However, OEM can manage resellers and catalogues (when registered on GeM and taken OEM Dashboard). Further, OEM shall be responsible for

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the following:

- Maintain the Catalogue by adding / updating the Products / Services, Specifications, MRP & Offers specific to Product / Service
- Provide list of all its resellers and shall respond as per Service Level commitments to queries relating to Product Specifications /Services and / or verification of a Reseller, failing which they shall own responsibility of all and every fall out, by any act of such Resellers and / or offer of an insane catalogue.
- Validating & verifying the Catalogue uploaded by Reseller
- Assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations

However, resellers can update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

- 4. CMS Quadrant 4 (CMS Q4):** Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.
- 5. CMS (Special Category):** The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

*“I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product.*

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*At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.”*

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of “OEM verified Catalogue” offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

### **29: One Bid per Bidder**

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

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- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
  - iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made anyother bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

### **30: Push Button Procurement (PBP)**

In line with Department of Expenditure OM No. F.6/7/2022-PPD dated 6th September, 2022, "Push Button Procurement (PBP)" for small value procurements will be available on GeM with the following conditions:

- a. PBP will be made only through bidding (PBP through Direct Purchase, L-1, Custom bid, etc. are not permitted).
- b. The total procurement value of the specific case is not to exceed ₹ 5,00,000 /- (inclusive of all taxes).
- c. PBP will be additional method of procurement and procuring entities are free to use or not to use this additional method of procurement.
- d. PBP method can be used only in case at least five bids are received. In case of less than five bids are received, the procurement is to restart using usual procurement method.
- e. Buyer is to ensure that no splitting of requirement is being done so as to bring

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procurement under PBP method.

- f. Once PBP bid is invited, contract will be placed directly without any human intervention (provided condition (d) above is complied).
- g. PBP will be permitted only for such categories, where at least ten sources are listed.

Push button procurement process is very simple and user friendly and mostly automated.

### **A) Buyer PB procurement:**

- i. Buyer will select a product from marketplace, do product comparison, etc.
- ii. Thereafter instead of directly placing order on the L-1, the buyer will create a Push Button Procurement Notice by selecting the L-1 product which is otherwise eligible for L-1 purchase.
- iii. Clicking on “Create PBP Notice” will give an option to Buyer to decrease the quantity and delivery period at consignee level. This is enabled for Buyers to seek quotations for lower delivery periods and quantity lower than Minimum Order Quantity (MOQ) otherwise offered by the sellers in marketplace.
- iv. Per unit L-1 price will be set as ceiling price for that PBP Notice.

### **B) PBP Notice content and validations:**

- i. The PBP Notice will contain all biddable specification parameters as per GeM category definition [excluding the text input parameters of the product chosen by Buyer, Consignee-wise Quantity and Consignee-wise Delivery Period.
- ii. Bunching of items is not allowed in PBP Notices.
- iii. The estimated all-inclusive bid value should be less than or equal to ₹5,00,000 based on the system identified L-1 price estimation for the quantity to be procured.
- iv. PBP Notice will include ONLY GeM GTC and category specific

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Special Terms and Conditions (STC), integrity pact, land border sharing countries declaration etc. Buyer is not allowed to push any new specification parameter or any Additional T&C.

- v. PBP Notice have participation time of 3 days and offer validity of 10 days.

### **C) Seller participation:**

- i. PBP notices is published on GeM portal under a separate tab for anyone to see.
- ii. All sellers/service providers can view the PBP Notices created for their category in their dashboard.
- iii. By participating in PBP, Sellers unconditionally accept the GTC and STC, integrity pact, price declaration and other conditions part of the PBP Notice floated before participation.
- iv. Sellers will offer their matching product and price against the PBP Notice by clicking on “Offer Price” and submission of price and compliance of T&C. This offer price will be applicable only for that PBP Notice.
- v. Seller/Service Provider can participate in a PBP Process only once and there is no option to withdraw.
- vi. PBP participation will be without EMD and against Bid Securing Declaration only.
- vii. Per unit price to be entered by the seller will have to be less than the L-1 price set as ceiling price in PBP Notice.

### **D) Procurement Decision:**

- i. System/Buyer will open offers after PBP end date and time.
- ii. System will check if offers are received from at least 5 sellers offering products of at least two (2) different OEMs and total L1 value is less than or equal to ₹5,00,000/-.

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- iii. Buyer will not get any access to see list of participating bidders or Seller details.
- iv. If all conditions as defined above are satisfied, system will automatically prompt Buyer to create order on L1 by providing details related to financial approval, paying authority and payment mode etc. as applicable to buyer.
- v. In case of multiple L1 System would place order on seller with maximum Seller Rating on GeM
- vi. If adequate number of offers are not received or total L1 value is more than ₹5,00,000/- system will cancel the PBP Notice. A message will be displayed to the buyer stating - Due to insufficient participation in the PBP, you cannot create an order against this PBP. You may go ahead and procure L1 in marketplace through L-1 Purchase after Comparing and verifying price reasonableness or create a regular bid / RA to get better response.
- vii. System will not allow same buyer to use PBP to BUY SAME ITEM in case of failure of the PBP for next 30 days.
- viii. System generated contract will have complete specification of the product offered by seller, Consignee-wise Quantity, Consignee- wise Delivery Period and GeM GTC and category specific STC etc.

**\*\*\*\*\*END OF DOCUMENT\*\*\*\*\***



Scope of Work as per Section III of this RFP document, to understand all the associated costs of the project.

4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.

5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

### **6.6 Information Ownership**

All information processed, stored, or transmitted by service provider belongs to NABARD. The service provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **6.7 Publicity**

Any publicity by the service provider in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

In case of any conflict also the service provider shall not post, publish or use the name of NABARD at public or private platform, which directly or indirectly effects NABARD's reputation at any point of time.

### **6.8 Payment Terms**

Following would be the payment schedule for revamping phase:

| Phase  | Amount |
|--|--------|
| On awarding and signing of the contract      | 10%    |
| On developing and demonstrating requirements | 30%    |
| On live deployment                           | 40%    |
| On handing over source code                  | 10%    |
| On executing Performance Bank Guarantee      | 10%    |

1. Since the ownership of the source code used for customizing and hosting on NABARD's website rests with NABARD, the source code must be handed over to NABARD immediately after completion of development and porting of the data. Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to NABARD. The ownership of source code and related Intellectual Property Right (IPR) with reference to NABARD's corporate website will lie with NABARD only.
2. All source code must be submitted including documents like system architecture design document, Detailed Installation Guidelines, Data Flow diagram, Data dictionary and Software Bill of Material (SBOM) etc, and then only it will be considered for payment.
3. All payments to the selected agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
4. The Agency shall quote rates as per the rate mentioned in central government guidelines and given in the commercial format with currently applicable Goods and Service Tax (GST).
5. If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by NABARD department to selected Agency.
6. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency as per online Standard operating procedure (SOP) for release of payment to Agency.
7. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency levied as per SLAs.
8. The bills will be accepted only after submission of Security Deposit of Performance Bank Guarantee i.e. 10% of total contract value (TCV).
9. Under the terms of the Annual Maintenance Contract (AMC), the service provider shall submit invoices on a quarterly basis, accompanied by all relevant supporting documents, to NABARD.
10. NABARD shall constitute a panel responsible for conducting a monthly review of the services rendered by the service provider. This review will assess the execution of assigned tasks, the availability of resources, and the timely completion of work as

allocated. Payment of invoices will be subject to satisfactory performance as determined by this panel.

11. In evaluation if work is not found satisfactory by the panel, panel can suggest improvement or penalty on service provider for non-compliance at sole discretion of NABARD.
12. The penalty shall be implacable on the service provider as per Service level Agreement(SLA) signed.

### **6.9 Service Level Agreement and Penalties**

SLA is the contract between NABARD and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed indicators as detailed in the Agreement.

In the event if it is noticed/reported that Service Level agreement is breached, NABARD may impose penalty. Penalty would be proportionate to 1% of the contract value for services below each percentage point of the specified expected service level and it will be informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by NABARD from the next due to be paid or on quarterly basis.

The amount of penalty for Post Implementation (Operation and Maintenance) SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days. The discretion to waive the penalty if informed and found justifiable, will be with Chief General Manager, Corporate Communications Department, NABARD. In case of any disputes, same will be settled at level of Chief General Manager, Corporate Communications Department, NABARD, Head Office Mumbai.

The Successful bidder must comply with all Service Level Agreements (SLAs) and ensure adherence to project timelines, quality, and availability of services.

It is expected that the Successful Bidder will complete all the deliverables within given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, NABARD will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee. The maximum penalty is capped @ 10% of the contract value. In case the penalty amount breaches 10% cap, NABARD may terminate the contract on account of unsatisfactory

performance of the Service Provider. A copy of Model SLA is enclosed in the Annexure-X of this RFP document. It shall be modified and shared with the selected service provider later on before signing.

#### **6.10 Indemnification**

- a) The selected service provider shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure - VII.
- b) Selected service provider shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.
- c) The indemnification is only a remedy for NABARD. The Selected service provider is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.
- d) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

#### **6.11 Liability of The Selected service provider**

- a) Bank shall hold the selected service provider, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b) Selected service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NABARD under the contract to be issued for this tender. Such liability of the Selected service provider will be restricted to the actual amount of the contract.
- c) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

## **SECTION III**

### **SCOPE OF WORK**

#### **3.1 Introduction**

National Bank for Agriculture and Rural Development (NABARD) is a premier development financial institution established under an Act of Parliament viz. NABARD Act, 1981, as a body corporate having its head office in Mumbai. It has a pan-India presence with 30 Regional Offices and about 420 district development offices. NABARD also has four training establishments for training its own staff and partner agencies and other setups in different cities across India. It has a mission of promoting sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity.

#### **3.2 Scope of Work**

##### **3.2.1 Revamping and Maintaining NABARD Website**

The service provider will be required to take over the current website and maintain until the new website is launched. The selected Service Provider shall re-design, develop and maintain NABARD's website which must support responsive web design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic with visually attractive and easy to navigate.

NABARD reserves the right to amend/ add/ delete/edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

Broad scope is to take over, redesign, develop, implement and maintain NABARD website and content management application with Multi-lingual support (all 22 Official Language).

Once the tender is awarded to the service provider, they shall place an experienced professional support staff in NABARD's Head Office within 7 days of awarding, who will be available on all working days of NABARD for coordination, support and maintenance of the website.

##### **3.2.2 Background**

The Service Provider would provide end-to-end managed services for development and maintenance of website, The objective of the website is to ensure the following:

1. Providing easy, anywhere and anytime access to NABARD website and its Services 24x7x365.

2. Migrating all existing pages of the website into the revamped website.
3. Introduce new features, functionalities, modules, and workflows.
4. Visually Attractive User Interface (UI) & User Experience (UX).
5. Enhanced Search Capability & Information Architecture.
6. Enhanced Content Strategy & User Engagement.
7. Uniformity across website while ensuring scalability.
8. Information dissemination as provided under in under RTI.
9. Providing the contact detail of the NABARD's all Department and Regional Offices.
10. Providing the status of various projects undertaken by NABARD.
11. Platform of interaction between NABARD and public at large.
12. The service provider will ensure all necessary compliance and certification like GIGW 3.0, STQC ,DBIM 3.0, W3C and WCAG 2.1 level AA guidelines from Government of India or its authorised/ empanelled agencies.

### 3.2.3 Components

The website shall be revamped within a period of maximum 180 days or earlier, it shall be followed by 01 year warranty post go-live and after expiry of warranty period an Operations and Maintenance (AMC) support for 4 years will be provided by the service provider. From date of signing of contract, the successful Service Provider will take over and handle the existing website and its microsites(Annual Report, GBM website, Grievance Portal and Publication Warehouse), which are currently deployed in NABARD's server and will provide maintenance support, till the revamped website is finally launched. The successful Service Provider is also expected to perform necessary compliances like STQC, Accessibility Audit, GIGW 3.0 etc and also train NABARD Officials as per NABARD's requirement.

| SrNo | Particular                           | Timeline         |
|------|--------------------------------------|------------------|
| 1    | Development of the Project (maximum) | 06 Months        |
| 2    | Warranty Period after go-live        | 01 Year          |
| 3    | Annual Maintenance Contract          | 04 Year          |
|      | Total                                | 05 Year 6 Months |

### 3.2.4 Design and Development of Website/ Portal

**Proof of Concept:** The Bid-submitting agency shall submit a detail project plan with the bid including the following:

- a) Project Organization and Management Plan

- b) Design, Development, Data Migration, Deployment and Testing plan
- c) Pre-commissioning, Operational and User Acceptance Testing Plan
- d) Delivery and Installation Plan
- e) Training Plan
- f) Risk Management Plan
- g) Operations and management plan
- h) Task, Time, and Resource Schedules
- i) Technical Support Plan and Escalation Matrix.

**Wireframes and Prototypes:** Bidder shall submit wireframes or prototypes for critical pages (e.g., homepage, grievance portal, publication warehouse etc) as part of the technical bid with above proof of concept. Without this bid will not be considered for evaluation of the technical bid.

### **3.2.5 Scope of Content**

NABARD website will be the primary source of information for the Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the portal. NABARD website will have following type of contents.

#### **A) Primary Content**

Primary content shall be original content that is; the site caters to the needs of a variety of visitors comprising government officials, bankers, financial professionals, research scholars, research organizations, print and electronic media, NGOs, community-based organizations, farmer collectives, college students as well as common persons.

This will include information about the NABARD, various details, schemes & programs of the NABARD, documents, form however not limited to these only. The information shall be collected by the successful service provider from the NABARD Office within one week of the date of Work order.

#### **B) Secondary Content**

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites. Mechanism to ensure that all outdated announcements are removed from the website or moved to archive.

#### **C) Tertiary content**

Tertiary content to provide supplementary information that enhances the primary and secondary content on the website. This includes FAQs, glossaries, user guides, policies



and additional resources that support user understanding and engagement. It ensures comprehensive coverage of topics, aiding users in navigating and utilizing the website effectively.

### 3.2.6 General Requirements

**Services:** NABARD envisages providing multiple services to the stakeholders through the portal. These will include:

1. **Complaint Management:** Should have options for registering complaints/grievance/feedback online. Citizen Complaint – it should be Bilingual, Printable with Logo & as a letter head, email facility, Report generated.

The entire grievance/ complain management needs to be revamped as a separate sub-website where the visitor can register his/her grievance into the portal by providing details as per format. On submission it will generate a reference number which the user can use to track down the progress related to the complain.

An internal complain management dashboard shall be built to track, manage, forward inter-departmental, dispose the complain and compliance received including provisioning of analytics and MIS-report.

2. **Search:** Citizen and portal users should be able to search within portal. The portal should provide metadata and full text search based on search functionality/ For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be Multi-lingual.

3. **Digital Asset Management:** NABARD wishes to create a centralized repository where all external published documents (Published outside NABARD) are available at a Single Click. External Publications like Newspaper clips, Article Published in External magazine or coffee table book, Screenshot of Retweet, Tagging, Comments of Honourable Dignitaries, VVIP's, Credible Institutions of National and International level with respect to NABARD, Radio Announcement, Comments, weblinks, Blogs to be catalogued in an organized manner. Uploading of these documents by the user will have options to make it visual to public or contain in form of internal with standard protocols and specification.

Publication Warehouse: NABARD has an existing publication warehouse (an internal web portal) which contains internal and external publications prepared by NABARD. This sub website portal is to be revamped and upgraded featuring recently published,



category of publication, publication summary, multi-optional search features like search by name, date, size, department, office/department etc.

These above both Digital Asset Management & Publication warehouse should have translation services one will be able to view the translated document of the uploaded content.

4. **New Modules/Features:** To make NABARD's Website more user interactive, NABARD has decided to introduce new modules into the website, which must designed and incorporated into the project. The list of features is listed as follows:

- **E-LMS:** Featuring as knowledge hub for NABARD, BIRD Lucknow website to be hyperlinked in the primary website where the visitors can visit the website for educating themselves.
- **Key Facts:** – It will highlight top 5-7 Key achievement of NABARD or its ventures in a financial year in a very concise manner.
- **Mobile App** – A mobile App for NABARD will be a progressive mobile app which will be developed to feature the Major Notification, Circular, Publication, Reports, Events, Media, Speech, Latest Achievement, Livestreaming of designated official's meetings and webinars.
- **Chatbot** – NABARD has an in-house AI-powered chatbot, which needs to be customised to feature on NABARD's revamped website. The customized digital virtual assistant, named "Vidya" or 'can be changed later' will be featured as a minimized floating icon that expands upon visitor interaction. The chatbot will be connected via an API provided by NABARD. The selected agency is expected to coordinate with the officials or assigned personnel to implement the chatbot services effectively.
- **Calendar:** Yearly Official Wall/desk Calendar designed and published by NABARD, will be available for the visitor's in PDF downloadable format.
- **Legal Framework** – NABARD's website should prominently feature a "Legal Framework" tab which must contain all relevant documents related to the topic with copy of the document to be featured with option to download in PDF.
- **NABARD's History & Milestones** - NABARD wishes to feature its historical achievements and milestone on its website since inception of NABARD, this historical timeline is proposed to be infographic in style with caption of the key achievement for the year

- **Previous Chairman** – The website should Include the previous chairman’s details possibly with their photograph, tenure, and short detailed description of the chairman’s tenure.
- **Chairman's Memorial Lecture/Speech/ Media Interaction** – Chairman NABARD speech, media interactions, lectures must be featured in high quality for the visitors in its respective section with caption and metadata.
- **Chairman's quotes** – Chairman in his interactions at various platforms shares his valuable thoughts and views, these quotes must be framed in most interactive manner which will be featured in homepage of the website and social media handles.
- **Text to Speech Features** – The website should have feature of Text to speech option at least in English & Hindi language, which complies with World Wide Web Consortium (W3C), Web Content Accessibility Guidelines (WCAG) 2.1 level AA. This will enable people with visual impairments access the website using assistive technologies, such as screen readers. The information of the website is accessible with different screen readers.
- **Multiple Language Support** – As per notification of Government of India, there are 22 scheduled official languages, the website should have a feature that will provide option to view the website and its contents in all 22 official languages.

5. **Sub-Website:** Existing modules on the current website including Project locator, Infographics, Career, Student Internship Scheme, Grievance/feedback, Circular, Publication Warehouse, Financial Reports, Case studies, and others to be redeveloped utilizing the existing data in the project itself. Publications shall be presented in creative format, which contains information in infographics style with feature to read the content in summarised manner.

- The Service provider shall be capable of integration of NABARD’s pre-existing or other applications to the project using Application Programming Interface (API) to display specific customized output in public domain (for e.g. project status).

#### **Change Management Process- Post Go Live**

- NABARD may, depending on its strategic and business requirements, decide to make modifications, alterations and additions from time to time to the Project. In such an event, NABARD shall provide a detailed proposal or scope of work to the Service Provider specifying such requested changes (“Change Request”).

Service Provider shall evaluate each Change Request. The rates and charges payable for executing the Change Requests shall be determined on basis of man-days cost. Based on this calculation, the Service Provider shall submit to NABARD, a written response for such Change Request within 3 (three) Business Days following receipt thereof (“Change Request Response”).

- Service Provider’s Change Request Response shall include a statement of the availability of the Service Provider’s personnel and resources, as well as any impact the proposed changes will have on the Contract Price, Deliverables of this RFP or the Contract, as the case may be. NABARD, if necessary, through a designated committee, may use its reasonable efforts to accept, reject, or propose modifications to each such Change Request Response within 15 (fifteen) Business Days following receipt thereof. The Service Provider shall agree to co-operate with such committee and furnish any further information as may be required by the committee to accept, reject or propose modifications to the Change Request Response.
- Any Upgrade or Enhancement in relation to the Solution or any Services required to be rendered by the Service Provider shall not be deemed to be modifications, alterations and additions to the Project requiring a Change Request to be made by NABARD. All Upgrades, Enhancements and Services shall be undertaken by Service Provider at its own cost, as per the terms hereof.
- Since the Contract Price is determined mutually by parties, any payment to be made for any Change Request will be determined on basis of man-days cost.

6. **Content Management:** Content Management Module – Updating content to be centralised. An experienced qualified professional from the successful service provider’s company will be required to be placed in NABARD, Head office to manage the daily updates and up-keep of website. Contents must be in Unicode format. Content Management System should have following features or capabilities:

- Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management Distributed authorship of portal content across divisions.
- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing and archiving processes in an easy and automated manner.

- Centralized template management for consistency within portal.
- Content repurposing for different audiences and different interfaces.
- Facilitated metadata generation and management, which enables effective content discovery.
- Content storage management of all types of content; text graphic, audio, video etc.
- In context contribution, purview, updates and approvals.
- Email notifications for automated content edits and reviews.
- Native content conversion to web formats.
- Both dynamic and scheduled publishing models.
- CMS should be able to generate content feeds.
- CMS should be able to be integrated with any workflow systems, which supports e-forms.

7. The service provider shall integrate with Website Analytics tools for real-time tracking of user behaviour, traffic sources, and content performance.

**3.2.7 Feedback:** Should have options for online filling the feedback form. Necessary field such as contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.

**Scope of Work(Development) Summary:**

| SrNo | Particulars  | Category         |
|------|--|------------------|
| 1    | Primary/ Secondary/ Tertiary content                 | Revamp & Upgrade |
| 2    | Reports/ Publications/ Project Locator/ Infographics | Revamp & Upgrade |
| 3    | Case studies/ Success Stories/ NABARD in News        | Revamp & Upgrade |
| 4    | NABARD's History/ Milestones/ Key Facts              | New Initiative   |
| 5    | Chatbot/ E-LMS/ Text to Speech/ Calendar             | New Initiative   |
| 6    | Multiple Language Support/ Legal Framework           | New Initiative   |
| 7    | Previous Chairman/ Chairman's Lecture/Speech/        | New Initiative   |
| 8    | Chairman Media Interaction/ Quotes                   | New Initiative   |
| 9    | Use of AI for summary of publications/ Translation   | New Initiative   |

**3.2.8 Outlook:** The website shall allow choice of themes, skins, pages and page layout. Here Themes means light/ dark/ gray scale / colours in existing website, Any colour required as per Government of India guidelines & Compliances like STQC,

Accessibility Guidelines, GIGW, DBIM and any other if required by NABARD in future.

### 3.2.9 Technical Requirements

1. The ownership of entire data hosted in NABARD's corporate website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NABARD. The selected service provider is expected to have capabilities to create Contents related to website like Text, Visual and Audio-Visual, Images and anything else specified by NABARD in future.
2. Similarly, the ownership of all source codes of software used for the purpose of hosting the content on NABARD's corporate website would rest with NABARD.
3. Copy of the source code shall be submitted to NABARD for maintenance in repository on an annual basis or when there is major change/ update.
4. NABARD reserves the right to change the service provider for development or maintenance of the project with one-month notice period at any point of time.
5. Hence the source code along with other software/data required to migrate the entire website from the current service provider to another would have to be provided to NABARD whenever the same is asked for by NABARD.
6. Website should be developed with nabard.org extension.
7. The website will be hosted in-house NABARD servers. The service provider should develop the website to be compatible with the following software development stack prescribed by NABARD:

|                                 |   |
|---------------------------------|---|
| <b>Operating System</b>         | <b>Windows</b>  |
| <b>Type of DB</b>               | Relational  |
| <b>Database</b>                 | MS SQL Enterprise Edition                                 |
| <b>Web Server</b>               | Apache / J Boss   |
| <b>Frontend</b>                 | Any Latest Modern Technology (e.g., React, Angular)       |
| <b>Backend</b>                  | Any Latest Modern Technology (e.g., Node.js, Spring Boot) |
| <b>Hypervisor Compatibility</b> | AVH on Nutanix Platform                                   |

8. The Virtual Server will be created on Nutanix Platform as per the configuration mentioned by the service provider. The service provider is required to mention the Server Configuration details including number of Cores, RAM and Storage Space required for each VM, App and DB Servers separately. NABARD will

ensure Server along with Windows Server OS license and Anti-Virus security license. The service provider needs to buy licenses related to application and DB software.

9. The project (website) that will be built by the selected service provider shall be hosted in-house servers of NABARD as specified above but it must be ensured from future perspective that it shall have the possibility to migrate to cloud or hybrid environments. Ability to deploy the platform on containerized environment is preferred.
10. Web pages are displayed in HTML format with scope for links to details wherever available.
11. The Service Provider shall ensure proper version control, which should be in place for managing source code and track changes.
12. The Service Provider will provide all licenses that should be compatible with Nutanix server.
13. Material is sent in MS-word, MS-Excel (charts & tables), .pdf, etc. The display is in html/pdf and excel formats. Photographs are sent in JPEG or other formats. Videos are sent in MP4, AVI or WMV formats. Tables and accounting related data are maintained in MS-Excel format.
14. The bidder shall ensure the following without any failure:
  - Uptime:** Minimum 99.9% uptime for the website.
  - Response Time:** Maximum 4 hours for critical issues, 8 hours for non-critical issues.
  - Resolution Time:** 24 hours for critical bugs, 48 hours for others.
  - Page Load Time:** Maximum 3 seconds for 95% of pages under normal conditions.
15. Website should run independent of IP Address i.e. IP Addresses should be not be hard coded in the source code/configuration.
16. Websites should be IPv6 compliant.
17. Website should be able to open in all six ways. for example
  - a) <https://www.nabard.org>
  - b) <http://www.nabard.org>
  - c) [www.nabard.org](http://www.nabard.org)
  - d) <https://nabard.org>
  - e) <http://nabard.org>
  - f) [nabard.org](http://nabard.org)

18. Website should be running on SSL i.e. http request should automatically get redirected to https.
19. Website should be compatible to run on multi server environment for load sharing (if required)
20. Website should be compatible for accessibility from any device, any Operating System and any browser.
21. Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.
22. CAPTCHA should be present for web pages with form field such as feedback form.
23. Logging to be enabled for Web Server / DB Server.
24. Password should not be hardcoded in any website configuration files or stored in plain text.
25. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
26. Website should be in compliance with below standards:
  - e-Governance Standards of Government of India:
    - a) Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0
    - b) MDDS- Demographic Standards
    - c) Character Encoding
    - d) Standard Font.
    - e) Policy on Open Standards for e-Governance
  - Framework for Mobile Governance
  - SMS / Mobile Gateway established by CDAC may be used.
  - e-Governance standards of Government of India ([egovstandards.gov.in](http://egovstandards.gov.in))
  - Guidelines of Indian Government Website (GIGW 3.0)
  - WCAG 2.1 level AA, W3C
  - STQC certification
  - Digital Brand Identity Manual 3.0
  - The Digital Personal Data Protection Act 2023
  - The website must comply with Rights of Persons with Disabilities Act 2016, rules notified through gazette notification dated 15<sup>th</sup> June 2017 Chapter VI, Rule no 15 & 16. and Accessibility Audit certification from Government of India empanelled agency will only be considered.



- For development of Multi-lingual website like English/Hindi standard words which are frequently used is available on <https://rajbhasha.gov.in> website
- Be able to operate on various Operating Systems like Windows, LINUX, MAC etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- The selected service provider shall integrate the services of "Bhashini," a tool developed by MeitY, Government of India, for translating website content into all 22 official languages and transcribing videos and speeches of dignitaries published on the website.
- Any costs incurred for availing Bhashini's services shall be paid by the vendor to Bhashini as per the actual billing amount. These costs can be claimed by the service provider when submitting bills to NABARD, accompanied by original supporting documents.
- In view of the above point, the service provider shall not claim any additional services or management fees beyond the actual bills provided by Bhashini for its services.

### **3.2.10 Training & Hosting of Website:**

- ❖ Detailed description of the developing team needs to be shared by the Service Provider company prior to starting the development of the website.
- ❖ Any Training or handholding that would be required for this project will be provided by the Service Provider without any additional cost and travel/lodging expenses, etc. of the Service Providers's representatives will be borne by the developer/Service Provider organization. It will be mandatory to provide training manuals or documents to NABARD and their officials by the Service Provider. The training will be held in NABARD office in Mumbai/ Regional office/ Training centres.
- ❖ Training shall be conducted whenever notified by NABARD to the service provider, to conduct training session for the target personals (eg: NABARD staff, content managers, consultants, regional office staff) where training can be in any format (in-person, virtual, self-paced e-learning) for 2 to 5 days.
- ❖ Intellectual Property Rights (IPR) of the source code will vest solely with the NABARD. However, such a system will not be allowed to misuse by quoting same project or sub-sections of this project to other departments or Regional



Offices of NABARD, As Corporate Communications department, NABARD may provide the same free of cost to other Departments or Regional Offices of NABARD.

- Hosting of Websites, use of Official Email IDs and other Cloud based services and compliance with security audits norms specified by Government of India. Use of private email IDs of officials is strictly prohibited for feedback, comments, etc. private email IDs of official will not be provided.
  - Adoption of Technical Standards for Interoperability Framework and other standards published by Government of India.
- ❖ Level o Check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per OWASP.

### **3.2.11 Back-up and audit of website**

- a. The service provider will be responsible for adopting secure development practice which prevents the project from hacking, phishing or such related events.
- b. Each service provider should prove his ability to provide the following technical services/ meet the technical expectations in a clear manner in the same sequence as specified below:
  - i. Should have expertise in configuring, installing and maintaining licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the server.
  - ii. All software should be regularly patched/updated.
  - iii. The service provider should use SLA metric for back-up and maintenance.
  - iv. Service provider should have a governance structure in place to report to NABARD's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.
  - v. Service provider should do 24X7X365 security monitoring of NABARD's website applications developed by them (coding point of view) to detect attacks and alert about suspicious events that may lead to breach of security.
  - vi. NABARD shall conduct disaster recovery drills from time to time, which shall be supported by the service provider whenever notified by NABARD, during the contract period.

### **Vulnerability Assessment and Penetration Testing**

- vii. NABARD regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the project. The Service Provider shall make

suitable changes as per the recommendations emerging from VAPT within the contract period at no additional cost to NABARD, it is also expected from the service provider that they will coordinate with the stakeholders during the process and the vulnerabilities so identified may be fixed by the Service Provider within the predefined timeline as follows:

| Sr. No. | Severity                                 | Impact  | Resolution Time                     | Penalty   |
|---------|--|---|-------------------------------------|---|
| 1       | Critical & High category Vulnerabilities | Exploitation could result in elevated privileges.<br><br>Exploitation of the vulnerability likely results in root-level compromise of servers or infrastructure devices.<br><br>Exploitation could result in significant data loss or downtime. | Within 1 (One) days of intimation   | Payments for the release shall be made only upon fixing of all the reported vulnerabilities |
| 2       | Medium Category Vulnerabilities          | Exploitation provides only very limited access to attacker.   | Within 3 (Three) days of intimation |   |
| 3       | Other Category Vulnerabilities           | Very little impact on the NABARD's or any of its client's business or operations.   | Within 5(Five) days of intimation   | -   |

viii. **NABARD shall carry out retesting** after remediation to confirm closure of vulnerabilities

ix. The service provider shall ensure Black-Box, White-Box and Grey-Box Testing to make sure that the project is free from external and internal vulnerabilities

### 3.2.12 Security Audit

#### 1. Website Security Audit:

- For any sub-website or micro website developed under this project, the Security Audit of website shall be done by the service provider, no additional cost will be paid.
- The entire website needs to be Security Audited by the Empanelled Security Auditors of Standardisation Testing & Quality Certification Directorate, Ministry of Electronics and Information Technology, Government of India. Cost for Security Audit for entire website (including all sub-site/ microsite)

should be part of the proposal as cost of the same will be borne by the service provider.

2. Security Audit Certificate to be mandatory without security audit the development will be considered incomplete. Source code of the website has to be submitted by Developer to NABARD. Documentation of Source Code along with Administration/User Manuals needs to be submitted.
3. Any vulnerability found during the security audit, service provider has to close the same accordingly and ensure complete security audit done successfully.
4. The website will be hosted in-house in NABARD servers. The developer has to follow NABARD's rules and Regulation. In case of any issue regarding hosting of website DIT & CCD should be duly informed.

### **3.2.13 Audit & Compliance**

- i. The selected service provider must ensure compliance with the latest Government of India regulations as outlined in this document.
- ii. All audits and compliances must be completed during the project's development phase, ensuring all norms are met before deployment of the project to the server.
- iii. The Service Provider shall maintain an audit trail of all changes to the website (e.g., content updates, code deployments) for accountability.
- iv. The financial bid shall include cost related to compliance and audit during submission of bid, as NABARD will not consider any separate bill or vouchers outside the submitted financial proposal.
- v. Any new guidelines issued by the Government of India after deployment of first version of the project into the server, the service provider must ensure compliance mandatorily meet with these new notifications.
- vi. In case any new compliance or audit requirements arise in the future i.e. after deployment of first version for the project into the server that incurs additional costs, the service provider may take prior approval from NABARD.
- vii. Only the approved work will become the part of the project which may be billed as per approved terms and conditions by NABARD.

### **3.2.14 Inspection and Testing**

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The service provider will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the NABARD.

The Project will be treated as complete only if:

- UAT is completed
- Handover to NABARD, when it is completed
- Final Source code along with Security Audit Certificate of the project along with detailed documentation and IPR is being transferred to Corporate Communications Department, NABARD (hereinafter referred as ‘Department’) as it will be NABARD’s Property.
- **Project Governance Framework:**
  - Regular status meetings (e.g., weekly / monthly) shall be held with the selected service provider to review the development and maintenance of the website
  - Steering committee with NABARD and vendor representatives shall be formed to oversee progress.
  - Milestone-based reviews to track deliverables on time.

### **3.2.15 Copyright**

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of NABARD. The Successful service provider will transfer to the Department, all Intellectual Property Rights in the Software developed. The service provider shall relinquish to the Department, with the source code of the developed project within 120 days from the date of acceptance of the project. The source code supplied to the Department shall at all times be a complete, accurate, and upto date copy corresponding exactly to the current production release of the software.

### **3.2.16 Operational Acceptance**

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the project:

- I. Service provider shall host the built project for User Acceptance Testing at NABARD data centre.
- II. The integration should be completed before the official launch of the application.
- III. In the go-live phase, service provider will have to manage and roll out a beta stage where the project will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the service provider in consultation with NABARD Officials and validated by NABARD Officials. Based on the test results, required changes will be carried out and

tested. Post this, NABARD website will be officially launched and operational acceptance will be completed.

- IV. The selected service provider should conduct load and stress testing to support a minimum of 10,000 concurrent users during peak events.

The selected service provider must agree to above criteria for complete system acceptance and further agrees that:

- a) It will provide without additional charge to NABARD and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- b) In order to accept the project, NABARD must be satisfied that all of the work has been completed and delivered to NABARD's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the service provider in the presence of NABARD's authorized/nominated official.

### **3.2.17 Operations and Maintenance**

After the successful operational acceptance, i.e. Post Go-live of the project the selected service provider shall maintain and support the project for 5 years, which shall be as follows:

- i. Warranty should be provided for 01 year after Go Live.
- ii. After expiry of the warranty mentioned in 3.2.17(i), the service provider shall maintain and support for 04 years under AMC.
- iii. Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- iv. Providing all project updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc
- v. Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
- vi. The selected service provider shall provide a dedicated project manager (required to be deployed full time) during the period of the contract that should

be present for discussions, important meetings and should act as one-point contact for NABARD.

- vii. An Experienced resource personal mandatorily need to be onsite on all working days of NABARD for maintenance of portal.

### **3.2.18 Data Migration**

1. Service Provider will be completely responsible for end-to-end Data Migration from Legacy System to proposed solution and execution of design, development, and testing of all data extract, transform and load (ETL) activities.
2. Ensure use of best practices, processes, and standards for effectively carrying out data migration activities, Prepare data migration plans including migration risk, milestones, quality and other related details.
3. All necessary tools / queries / scripts required for extraction, transformation and migration must be provided by the Service Provider. No additional cost shall be paid for data migration beyond financial proposal.
4. The Service Provider is expected to import historic web & mobile analytics data from existing Web Analytics solution into the proposed on-premises Analytics Solution. The service provider is expected to migrate data before go-live of the project.
5. To facilitate understanding of the data in the Legacy application, Bank shall make available necessary support (manpower and knowledge of formats) of the existing vendor, or representative of the Bank.
6. Existing documents on the website contains existing Links/URLs redirection. Once the migration is completed, this URL redirection to new URL should be mapped accurately.
7. The service provider is expected to provide an archival solution within the proposed application for the historical / archived data. The necessary configuration and implementation of the archival solution shall be the responsibility of the service provider. The service provider shall be responsible for complete data cleansing and data validation exercise of the data migrated from the legacy systems.
8. NABARD reserves the right to data migration by respective stakeholders of proposed solution and any gaps/ discrepancies found during the functions of application are to be rectified by the service provider.

9. The service provider should provide facility for capturing the data through data entry module/ screen, which arises out of the gaps between proposed solution and present system.
10. The data entered through such screens is to be validated (maker and checker) and it is to be uploaded by the service provider.
11. The service provider should ensure that all required fields available in the existing system and required for the solution are properly migrated.
12. The service provider is required to certify completeness and accuracy of migrated data, transaction history, and balances at each data migration instance.
13. It is clarified that the ownership of data shall always remain with NABARD and the service provider shall be responsible to maintain complete confidentiality of the same. Service provider shall be responsible for all loss, inaccuracies, and discrepancies in data arising out of data migration.
14. The Service Provider should ensure that while applying software updates / upgrades / patches and in the version migration, the developed as well as the customized solutions is properly migrated to such higher versions or extended versions. It is the Service Provider's responsibility to ensure that any customization is compatible with upgraded applications / modules.
15. The Total data volume for existing NABARD website are as follows

| SrNo | Particular                                 | Volume  |
|------|--|---|
| 1    | Existing Project (English + Hindi website) | 746.01 GB   |
| 2    | Existing Database                          | 14.85 GB  |
| 3    | Existing File types                        | .pdf, .xls, .xlsx, .doc, .docx, .cs, .css, .js, .jquery, .sql, .jpg, .jpeg, .png, etc |

### 3.2.19 Exit Management

1. The Service Provider at the end of SLA or termination of SLA before planned of the contract period for any reason shall successfully carry out the exit management and transition of this project to NABARD or its specified agency to NABARD's satisfaction.
2. The Service Provider shall undertake to complete the following as part of the exit management and transition, complete the updating of all project documents and other artefacts and handover the same before transition.



3. If the NABARD decides to take over the operations of the project on its own or identifies or selects any other agency for providing support services on this project, then Service Provider shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the entire project, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the project, conducting Training sessions etc.
4. The exit management and transition will be considered complete based on approval from the NABARD.
5. Exit Management will include a detailed exit management plan with but not limited to:
  - a) **Knowledge Transfer:** Comprehensive documentation and training for NABARD staff or the new vendor.
  - b) **Data Handover:** Formats and timelines for transferring all data, source code, and configurations.
  - c) **Transition Support:** 3-month support period post-contract to ensure a smooth transition.
6. Plans for communication with the new service provider, NABARD Officer/staff and any related third party as when necessary to avoid any impact on the NABARD 's operations as a result of undertaking the transfer;
7. The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
8. During the exit management period, the Service Provider shall use its best efforts to deliver the services.
9. This Exit Management plan shall be furnished in writing by the Service Provider to the NABARD within 90 days from the Effective Date of the Agreement.