



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5154930  
Dated/दिनांक : 19-07-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-08-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-08-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Railways Public Sector Undertakings
Organisation Name/संगठन का नाम	Konkan Railway Corporation Limited
Office Name/कार्यालय का नाम	O/o Controller Of Stores
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - SUV; 1600 Km x 312 hours; Outstation
Contract Period/अनुबंध अवधि	4 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

<b>Bid Details/बिड विवरण</b>	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	1215704
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>11</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	24314

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Dy. FA&CAO/P

Konkan Railway Corporation Limited, USBRL Project, Satyam Complex, Marble Market, Extn. Trikuta Nagar, Jammu - 180011  
(Shri Pradip Sinha)

#### **Splitting/विभाजन**

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

#### **MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

### Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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

**Geographic Presence in States:**Office Registration Certificate: Jammu & Kashmir

### Monthly Basis Cab & Taxi Hiring Services - SUV; 1600 Km X 312 Hours; Outstation ( 7 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Mahindra Scorpio , Mahindra Bolero
Usage Variant	1600 Km x 312 hours
Type of Service	Outstation
Year of Vehicle Model	2019
Km Travelled	Upto 1,00,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Hilly Areas

Specification	Values
Fuel Type	Diesel
<b>Addon(s)/एडऑन</b>	
Outstation night charges applicable	Yes

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable /लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	NA	No

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement/अतिरिक्त आवश्यकता
1	Sujay Kumar	182311,Office of the Dy. Chief Engineer/Bridges/Reasi, Konkan Railway Corporation Limited, Jyotipuram Road, Trintha , Reasi - 182311, Jammu & Kashmir GSTIN-01AAACK3725H1Z2	7	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 2</li> <li>Duration in Months : 4</li> </ul>

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

**1. Service & Support**

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

**2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Office of the Dy. Chief Engineer/ Bridges/Reasi, Konkan Railway Corporation Limited, Jyotipuram Road,

Trintha, Reasi,  
Jammu & Kashmir- 182311

### 3. **Generic**

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

### 4. **Certificates**

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

### 5. **Service & Support**

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

### 6. **Past Project Experience**

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

### 7. **Service & Support**

In the event where the distance travelled exceeds the monthly usage variant, amount will be paid for additional Kms as per schedule. Similarly, the unused Kms in a particular month as against the minimum guaranteed usage variant will be carried forward to the next month and additional Km if any in the next month shall be adjusted against this. However, the payment for the selected usage variant in a month will be paid every month." Further, the unused Kms in a particular month shall not be carried forward or adjusted beyond 6 months

### 8. **Generic**

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

### 9. **Purchase Preference (State)**

**Bid reserved for MSE from the State of Bid Inviting Authority:** Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## 10. Purchase Preference (State)

**Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15 % of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## 11. Forms of EMD and PBG

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

Konkan Railway Corporation Limited  
payable at  
Jammu

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

## 12. Forms of EMD and PBG

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

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

## 13. Forms of EMD and PBG

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

Konkan Railway Corporation Limited  
Account No.  
264505000008  
IFSC Code  
ICIC0002645  
Bank Name  
ICICI Bank  
Branch address  
Opp. Hotel Suraj Palace, Katra Road, Reasi

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

place of PBG within 15 days of award of contract.

**14. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Konkan Railway Corporation Limited  
payable at  
Jammu

.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**15. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

**16. Forms of EMD and PBG**

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

Konkan Railway Corporation Limited  
Account No.  
264505000008  
IFSC Code  
ICIC0002645  
Bank Name  
ICICI Bank  
Branch address  
Opp. Hotel Suraj Palace, Katra Road, Reasi

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

**17. Generic**

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

**18. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- a) Reference to clause no. 3 (Past Experience of Similar Services) of Page No. 3 of bid document, the bidder must have successfully executed/completed similar services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
- b) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Con

signee only.

- c) To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Project Experience Eligibility Criteria & Bidder Turnover, Certificate of registration, PAN Card, GST Registration, PF & ESI C Details.
- d) While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- e) The vehicles to be supplied to Konkan Railway Corporation Ltd. shall be with all features and fittings and be in good running condition.
- f) The vehicles should have valid registration, comprehensive insurance, "Pollution under Control Certificate" commercial permit for J&K from RTO.
- g) The vehicles with sufficient fuel should be supplied and maintained every day preferably with the same driver.
- h) If the condition of vehicle found unsatisfactory, vehicle will not be accepted irrespective of other conditions being fulfilled.
- i) The contractor shall be required to submit copies of registration certificates, J&K commercial permit and comprehensive insurance policy of the vehicles being offered for hire along with photograph and particulars of the driver and copy of driving license of the driver deputed to each vehicle.
- j) The vehicles offered for hire should be in good condition particularly in respect of 1.Engine 2. Body 3. Suspension & Tyre 4. Paint 5. Upholstery 6. Decor 7. Matting 8. Lights and overall condition. Vehicles which have suffered major damage in accident shall not be supplied and acceptable to KRCL.
- k) The inner and outer condition of vehicles should be neat and clean fitted with good quality of fans for rear passenger, reading lights, clock, mobile charger, freshener, clean white to wel seat covers (mandatorily towel seat covers shall be changed fortnightly and for this, a spare set shall be made available) and other required accessories. The contractor shall also provide in the vehicle: extra wheels, jack, proper tools and tackles, one torch, fan belts, First Aid Box, fire extinguishers and any other item as required by law.
- l) The vehicle should display prominently "On Govt. of India Duty" through permanent letters .
- m) Vehicles should have Jammu & Kashmir Commercial Permit and all necessary relevant documents required along with Insurance Cover for use by KRCL.
- n) The drivers attached to the vehicle should be experienced, having valid driving license and should be well conversant with the routes of J&K. The driver must observe all the etiquette and protocol while performing the duty.
- o) The drivers should be disciplined, well behaved, well-mannered and in neat and clean uniform as per the rules of state govt.



- p) Drivers of the vehicles are required to be invariably provided with Mobile phones in perfect working condition. No separate payment shall be made by KRCL for the Mobile phones. Unless other than in emergency, the driver deployed shall not use the mobile phone while driving the vehicle.
- q) The Drivers should not have any criminal records. The contractor should arrange issue of proper identity card after verifying the antecedents of his drivers through local Government Officials.
- r) In case of accidents / mishap etc. the full responsibility and all consequences thereof, will lie with the contractor only. No compensation will be paid by KRCL.
- s) KRCL shall have no direct / indirect liability arising out of such negligent, rash and impetuous driving and any losses caused to KRCL have to be fully compensated by the contractor.
- t) The contractor shall send the vehicles for periodical servicing at the cost of contractor, with suitable replacement with similar vehicle. KRCL will not pay any mileage for such run.
- u) The regular checking of speedometer by the designated transport authority shall be done by the contractor and requisite certificate may be shown to KRCL as and when demanded.
- v) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this bid.
- w) The liability under relevant sections of Civil Defence Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provisions of law.
- x) The entire relevant Motor Vehicle Act shall be complied with by the contractor.
- y) Daily Log book to be maintained detailing therein, reporting km, reporting time, releasing km, releasing time etc which will be countersigned by the user officer/officials of KRCL and the Driver with name.
- z) The vehicles shall generally be used within J&K. However, the vehicles shall also be used outside J&K as per requirement of KRCL. However, in case of night halts for each night spent in actual, outside the nominated head quarter of the user officer, the payment shall be made accordingly
- aa) Contractor shall ensure that sufficient cash is available with the drivers all the time to cover essential / contingent expenditure and other urgent essential necessities incl. diesel.
- ab) The vehicle once hired by the Corporation, normally should not be used for any other purpose during off days and beyond duty hours for any other purpose. Any liability arising out of the work performed after duty hours shall be entirely the responsibility of the contractor and KRCL shall not be responsible for the same.
- ac) The vehicles may ply on project roads, most of which are rough/kaccha/fair weather roads.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

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

का आधार होगा।

---Thank You/धन्यवाद---