



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5220379 Dated/दिनांक : 29-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-08-2024 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-08-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Daman & Diu	
Department Name/विभाग का नाम	Health And Family Welfare Department Daman And Diu	
Organisation Name/संगठन का नाम	N/a	
Office Name/कार्यालय का नाम	Near Be Otli, Diu	
ltem Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Healthcare; WATCHMAN	
Contract Period/अनुबंध अवधि 1 Year(s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	technical evaluation/तकनीकी मूल्यांकन के 2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	615000	

Bid Details/बिड विवरण		
Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation		
EMD Detail/ईएमडी विवरण		
Advisory Bank/एडवाईजरी बैंक State Bank of India		
EMD Amount/ईएमडी राशि 18450		

ePBG Detail/ईपीबीजी विवरण

	Required/आवश्यकता	No	
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(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 दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 :

HEAD OF OFFICE Near Be Otli, Diu, Health and Family Welfare Department Daman and Diu, N/A, (Dr Ajay Sharma)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.

4. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Security Manpower Service (Version 2.0) - Healthcare; WATCHMAN (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Establishment / Area	Healthcare	
Category of Profile	WATCHMAN	
Category of Skills	Unskilled	
Gender	Male	
Duty Hours in a day	8	
Qualification	Secondary School	
Ex Servicemen	Optional	
Age Limit	Up to 40 years	
Years of Experience	0 – 3 years	
Additional Requirements for the Security Personnel TRAINING CERTIFICATE		
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
itle For Optional Allowances 1 PRADHAN MANTRI JIVAN JYOTI YOJANA		
Title For Optional Allowances 2	PRADHAN MANTRI SURAKSHA BIMA YOJANA	
Title For Optional Allowances 3	NA	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Rajesh Shantilal Modasia	362520,Govt. Hospital- Diu, Near Be-Otali	3	 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 12 Basic Pay (Minimum daily wage) : 441 Provident Fund (INR per day) : 57.33 EDLI (INR per day) : 57.33 EDLI (INR per day) : 0 ESI (INR per day) : 0 EPF Admin charge (INR per day) : 0 Bonus (INR per day) : 0 Bonus (INR per day) : 0 Bonus (INR per day) : 27.5 Optional Allowance 2 (in Rupees) : 1 Optional Allowance 3 (in Rupees) : 0

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

1. Generic

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

2. 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.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

UNION TERRITORY ADMINISTRATION OF DNH AND DAMAN & DIU, OFFICE OF THE HEAD OF OFFICE,

GOVT. HOSPITAL. DIU

Tel. No. 02875 252480, Email ID: ghd-diu-dd@nic.in

Additional Terms & Conditions :-

- 1. Tax deduction at source will be applied on the contract value as per applicable tax rules in force.
- 2. The Successful Contractor shall have to obtain contract licensee from Labour & Enforcement Offic er, Armed Force for Security and submit the same to this department.
- 3. The tenderer shall have to upload supporting documents like valid Employment Exchange Registr ation Certificate, Service License from Labour/Home Department, last three years Income Tax Re turns, list of work executed in various Govt. Semi Govt. Organizations, Schools, Colleges, Universities, Municipalities, Corporate with proof, GST Service Tax No/ PAN / TAN Card No., ISO Reg istration Certificate etc.
- 4. The successful tenderer shall have to engage staff/employees covered under the valid Pradhanma ntri Jivan Jyoti Yojana and Pradhanmantri Jivan Suraksha Yojana or any other relevant insurance po licy for the period of one year.

5. The Tenderer/Bidder of DNH & DD and Gujarat State are eligble for only for Tendering Bid.

- 6. In case of any physical accident with staff/employee of contractors/bidders during the Course of e xecution of the agreement/work and/or the damage done by the Contractor or his staff to the prop erty of the Hospital and premises or any machineries the responsibilities will liable on the tenderer . The department shall not be responsible for any kind of accident with labors engaged for this job. The cost of damage of property/machineries shall be recovered from the contractor/agency.
- 7. The service provider shall provide substitute well in advance if there is any probability of the pers on leaving the job or on leave due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider/Tenderer.
- 8. In case of breach of any of the conditions of the contract by the contractor or if the work of the con tractor is found unsatisfactory by the department then the contract may be terminated by the Dep artmental Authority. The Collector, Diu shall be the authority for arbitration and the decision of the Collector, Diu will be final and binding to all.
- 9. The employees/persons supplied by the Contractor/Agency should not have any adverse Police re cords or criminal cases against them. The agency should make adequate inquiries and certify abo ut the character and antecedents of the persons whom they are recommending/employing. The Ho spital Authorities may dismiss or remove any person or persons, employed by the service provider who may be incompetent for his/her/their work or any misconduct and service provider shall forth with comply with such instructions/ requirement.
- 10. All the persons engaged by the service provider should be healthy, physically fit and free from co mmunicable or any kind of diseases.
- 11. The Service provider shall be responsible for the attendance of their staff in the department. In ca se of any person remains absent or granted leave by them, they will sent/arrange substitute other wise Rs. 500/- per person per day as accepted will be deducted from the bill of the agency.
- 12. The agency should quote their rates per month in respect of staff deputed in the hospital including wages and other statutory liabilities and benefits such as PF, BONUS, INSURANCE etc. available to

the employees under Labour/ Minimum wages Act and excluding all tax and Service charges by giv ing detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied on the above employees/persons.

- 13. In case the successful tenderer stops the work/operation either partly or fully during the agreemen t period, the Departmental Authority reserves full right to get such works/s/operations executed th rough any other sources at the risk and cost of the defaulted contractor.
- 14. Any additional payment which has to be paid to execute the work under such circumstances for su ch works/operations, the said amount shall be recovered from the pending bills/deposit/any other works of the default contractors as per rules/law.
- 15. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Diu Distric t UT.
- 16. The contractor shall have to undertake all works during all festivals like Holi, Makar Sankrati, Navr atri, Ganesh Visharjen, Tajia, Idd's, Chandani Padwa, Diwali, Christmas etc. even in disaster period also invariably failing which double penalty shall be charged from the contractors for not undertaki ng the work on such days. However the Contractor will be given an opportunity to be heard as per the procedure mentioned in above Clause.
- 17. The penalty shall not be charged in case the work is closed due to curfew, flood and flood like situ ation, cyclone, strike, riots and during any natural calamities, but the Contractor shall carry out all the work with extra time and staff if needed, during curfew, flood and flood like situation, cyclone, strike, riots and during any natural calamities or any emergencies.
- 18. The timing for the contractors for all the work/operation/service shall be as decided by Hospital an d they will have to perform shift duties. However in case of Health Mela, Medical camps, emergenc y and/or any sort of urgency this period can be extendable with the prior permission of the Depart ment Authority.
- 19. The contractor shall have to strictly obey the provision of Minimum Wage Act Child Labour Act any other relevant Act/Rules. The responsibilities on violation of these acts shall be of the contractors. The Administration shall not be responsible for any litigation in this regard.
- 20. The contractor shall provide at his own risk and cost all required uniforms, Boots, gumboots hand gloves, raincoat etc. to the laborers engaged on management of sweeping work. The contractor sh all have to get such uniforms approved in advance from the Hospital Authority. The contractor and his Supervisor will ensure that every employee will attend for duties in full uniforms.
- 21. Biometric attendance is compulsory.
- 22. The personnel's deployed by the agency found not obeying, dishonest, unhealthy, non co operativ e in such cases the instructions of the Head of Office, Govt. Hospital, Diu immediate replacement o r transferred shall be binding to the agency and will do so without any pretext.
- 23. If any personnel's are found in drinking/alcoholic position or involving any other anti-social activities like gambling etc. during duty period, they shall have to be relieved from the duties imm ediately in such matter decision taken by the Head of Office, Govt. Hospital, Diu shall be final and binding to all.
- 24. The employees who were either dismissed of removed from his services in this hospital cannot be appointed back by the agency for the above said work.
- 25. The agency shall have to provide identity cards to all employees containing photographs, residenti al address and mobile number of employee and agency.
- 26. The agency shall have to maintain all records like muster roll, bank payment e statement sheet, P F Register, Service Tax Paid register; labour welfare fund deductions etc. and same shall have to b e produced before the Head of Office, Govt. Hospital, Diu as and when demanded.
- 27. The agency has to make payment regularly to all the working employees well in time at his own ris k without waiting for release of any payment from this hospital due to any reasons. Nonpayment o f salaries to employees in time will be liable for deemed fit action as per rules/law in force by the c ompetent authorities or fine of Rs. 2000/- per person per day will be deducted from the bill of the a gency.
- 28. The agency/contractor will have to submit following statement by 5 th of every month failing which Rs. 2000 per day will be deducted from the bill of the agency.
- 29. If the employee found making any dharna, strike or any anti-social activates in or outside hospital premises for the nonpayment of salaries by the contractor, the deemed fit action will be imposed o n the contractor/agency as per rules/law.

- 30. The Head of Office, Govt. Hospital, Diu shall release bill of the agency every month as per the avail ability of funds on successful and satisfaction performance of the duties by the agency as well as b y the personnel's deployed by the agency for the above said work.
- 31. The agency will be responsible for the payment of statutory liabilities such as PF and other charges etc. if any, in respect deputed in the department and will submit the deposit challans showing the i ndividual figure of deposit for the previous month along with remuneration bill. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
- 32. Income Tax applicable, if any as per income tax rules shall be deducted from the monthly bill of th e agency. All Payment made by the Department shall be after deduction of tax at sources whereve r applicable as per the provisions of income Tax Act.
- 33. No residential facilities shall be provided by the hospital to the agency. The staying/tentage arrang ement shall have to be managed by the Agency itself at this own risk and cost for all the personnel 's deployed for the purpose for the above said work.
- 34. The agency shall have to provide the services of healthy personnel's with sound physical condition in age of 18 years and above. Their names, passport size photographs, nationality, address, identit y cards, finger prints, police verification etc. have to be provided to the Head of Office, Govt. Hospi tal, Diu for records.
- 35. The agency and staff should give full Co-operation of Police in case of inquiry regarding damage c aused to the property of the institute.
- 36. Without assigning any reason thereof is reserved with the undersigned.
- 37. The Service provider should provide the same number of employees as asked in Bid documents. In case of default in supply or in quantity. A fine/penalty of Rs. 1000/- per person per day will be ded ucted from the bill of the agency.
- 38. PAYMENT OF DALARIES AND WAGES: Service provider is required to pay Salaries/Wages of contrac ted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alon g with all statutory documents like PF, ESIC etc. ad well as the bank statement of payment done to staff.
- 39. The agency has to make payment regularity to all the working employees well in time at his own ri sk without waiting for release of any payment from this hospital due to any reasons.
- 40. The contractor and his Supervisor will ensure that every employees will attend for duties in full uni form.

6. Purchase Preference (Centre)

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

8. Service & Support

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

9. Service & Support

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

10. Generic

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

11. Purchase Preference (Centre)

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

12. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

13. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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.

14. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

15. Past Project Experience

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

certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 <u>attached categories</u>, 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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---