



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3249057 Dated/दिनांक : 10-03-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-03-2023 18:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	21-03-2023 18:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education			
Department Name/विभाग का नाम	Department Of Higher Education			
Organisation Name/संगठन का नाम	National University Of Educational Planning And Administration (nuepa)			
Office Name/कार्यालय का नाम	New Delhi 110016			
Item Category/मद केटेगरी	Annual Maintenance service-AIR CONDITIONER			
Contract Period	2 Year(s) 1 Day(s)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)			
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)			
Past Experience of Similar Services required	Yes			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes			
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/बिंड से रिवर्स नीलामी सक्रिय किया	No			

Bid Details/बिड विवरण		
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	600000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	20000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

- (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 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:

**NIEPA** 

New Delhi 110016, Department of Higher Education, National University of Educational Planning and Administration (NUEPA), Ministry of Education (Niepa)

## Splitting/विभाजन

Bid splitting not applied.

### **MII Compliance**

MII Compliance	Yes

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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. 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.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 6. 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.
- 7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years 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.

#### Additional Qualification/Data Required

**Site Address/ Pre Bid Meeting venue and date:**NIEPA, 17-B, Sri Aurobindo Marg, New Delhi-110016 (Landmark: NCERT Campus)

Specific Scope: 1678437659.pdf

#### Annual Maintenance Service-AIR CONDITIONER (195)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values	
Amc Category	Air Conditioner-IS 1391	
Type Of AIR CONDITIONER	High Wall Split AC	
Amc Brand	As per bid document	
Nominal Cooling Capacity in TON	Other/ assorted rating (as specified under specific Scope by Buyer)	
Vintage	7 to 9 years	
Technology of Air Conditioner	As per bid document	
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)	
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional , Site inspection reqd	
Type of AMC	Comprehensive	
Addon(s)		

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Satish Kumar	110016,17B, Sri Aurobindo Marg NCERT Campus	195	N/A

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

## **ADDITIONAL SCOPE & TERMS AND CONDITIONS - AMC OF ACS**

- 1. NIEPA reserves the right to accept or reject any or all the tenders without as signing any reason whatsoever.
- 2. The bidders should abide by the Terms and Conditions specified in the tend er document. If Bidders submit conditions offers, they shall be liable for outri ght rejection.
- 3. The Buyer reserves the right to make any changes in the terms and conditions of the tender.
- 4. Rejection due to incomplete information or counter conditions:
- a) Bids in which any of the furnished particulars and prescribed information of the service provider are inadequate or incomplete in any respect or in which counte r-conditions by the service provider are imposed, are liable to be rejected.
- b) This tender is not transferable and the successful bidder shall not request for or be allowed, on its own, to devolve or sub-contract or transfer the awarded contr act to any other persons/service provider either before or after commencement of the contract period.
- c) Sub-contracting of the AMC is not allowed.
  - 5. Performance Security:
- a) The successful bidder has to submit Performance Security equivalent to 10% of the contract amount in the form of A/c Payee Demand Draft/ Fixed Deposit Rec eipt from a Commercial Bank/Bank Guarantee from a Commercial Bank which s hould remain valid at least for a period of 60 days beyond of date of completion of contractual obligation and payable to the Finance Officer, NIEPA.
- b) If deposited by the successful bidder in the form of FD/BG shall be returned at t he end of the contract period or after termination of contract.
- c) If deposited by the successful bidder in the form of DD, will be paid at the end of contract period without any interest.
  - 6. Interested parties are advised to visit NIEPA premises for **site inspection** t o ensure functionality of AC units / equipment before quoting rates. After su bmission of bids, no bidder will be allowed to withdraw from the tendering pr ocess or claim any additional charge in the bill for maintenance of ACs.
  - 7. Scope of work: Comprehensive Annual Maintenance Service shall mean and include "repair, replacement (of spare parts, accessories etc.) and upkeep of the Air Conditioners installed at NIEPA Office and Hostel building, without an y extra cost expenses to NIEPA.
  - 8. The Service Provider shall carry out quarterly routine services, preventive

maintenance and breakdown maintenance for the Air Conditioner (ACs) und er this AMC.

- 9. All the repairs and servicing of Air Conditioners shall be carried out on site at the place where it is located. No Air-Conditioner shall be removed from the office premises without informing/obtaining permission from the Compete nt Authority. The Service Provider shall be responsible for the loss of any Go vernment property owing to negligence on his or his representative's part while maintaining the machines under contract.
- 10. Any damage or loss caused to the connected equipment or their parts due to negligence, mishandling shall be made good by the service provider either by payment in cash as per the prevailing market price of that item or by a new replacement of the same/higher make and specifications.
- 11. Service/supply should normally be made during the office hours on any wor king day. The Buyer will have the authority to place order for AMC beyond of fice hours and on holidays, for which, no additional payment will be made.
- 12. On award of the service order, the Service Provider would prepare a report regarding taking over of the Air Conditioner(s) before commencement of the AMC Service. It shall be responsibility of the Service Provider to make the Air Conditioner work satisfactorily throughout the contract period, also to hand over the Air Conditioner to the department in working condition on expiry of the contract. Any damage to the Air Conditioner units in the contract period due to improper Maintenance practice to be rectified/replaced by the Service Provider without any extra cost and expenses.
- 13. During AMC the Service Provider shall carry out 04 (Four) nos. of wet and dr y services per year as per contract. The timely routine services (dry and wet ) to be carried out shall cover the following works:
  - a) Cleaning of filters.
  - b) Dust cleaning of entire unit by water/air blower and cloth
  - c) Checking/ tightening of all the screws/fasteners
  - d) Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
- 14. During AMC the Service Provider shall carry out 02 (two) number of preventi ve maintenance (overhauling) services per year. The preventive maintenance (overhauling) shall cover the details given below:
- a) Acid cleaning and repair of condensers and cooling coil fins.

- b) Water cleaning of entire body.
- c) Tightening of all screws, fasteners
- d) Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
- e) Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out parts.
- f) Checking cooling effect and if it found that gas is less the same has to be topp ed up.
- g) Cleaning/replacement of filters.
- h) Servicing of remote control and microprocessor controls.
- i) Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.
  - 15. Periodic/Routine Maintenance shall be as per industry standard/Maintenanc e manual of the Air Conditioners. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the same mak e and functional capability as originally available in the system.
  - 16. Availability and replacement of Spare parts, accessories etc.
- a) The Service Provider shall undertake to arrange genuine spares parts of the Air Conditioners as and when required.
- b) The Service Provider has to ensure availability of the spare parts in their stock. In case some of the major spare are not available with Service Provider, the same shall be arranged within seven days.
- c) Service Provider shall be responsible for the verification of new part(s) from Bu yer before fitting to equipment. The removed part is to be handed over to the B uyer. In case Servicer Provider notice any part is missing same to be brought to the notice of the Buyer or otherwise responsibility shall be of Service Provider.
- d) All the consumable articles/parts required for cleaning, repairs and maintenanc e of Air Conditioners will be provided by the Service Provider at no extra charge to the Buyer.
- e) Service Provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement/repair.
  - 17. In case of delay in attending to problems, breakdown of Air Conditioners du e to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement (SLA) shall be levied as indicated in the Penalty Clauses.
  - 18. After carrying out repairs/parts replacement work, certificate regarding equi

pment working condition should be obtained from Buyer.

## 19. Resources Employed:

- a) The Service Provider will ensure to physically engage/depute and station OEM Authorized Service Engineer/ technically competent service engineer/ engineers along with skilled helps at Buyer's office premises during office hours and as & when required, depending on the urgency and exigency of work to ensure prop er upkeep of the Air Conditioners and quick resolution of the fault during the AM C period. The deployed persons should be having expertise to attend all the issues pertaining to the maintenance of all kind of Air Conditioners and relevant electrical work.
- b) Service Provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the Buyers' department. In case of any misconduct penalties as indicated in the SLA shall be levied and Service Provider may be required to t erminate the resource with immediate effect.
- c) The Service Provider shall provide identity cards, uniform etc. for the resources to ascertain only authorized service persons are attending to the servicing and r epairing work. In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such resources.
- d) The resources used by Service Provider to carry out maintenance shall be on ro lls of the Service Provider and shall have responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.
  - 20. Response Time: The service provider has to maintain the response time for attending the complaint the maintenance services during the AMC period. Co mplaints/calls shall be attended to on all working days (from Monday to Frida y between 9AM to 5:30PM) and as and when required, depending on the urg ency and exigency or work.
- a) In case, no part is replaced, then such complaint must be attended within 24 h ours of lodging of such complaint.
- b) However, in case of requirement of change of spare part, then complaint shoul d be resolved within 7 days of lodging.
- c) In case the Air Conditioner is not get repaired, or an alternative system not sup plied within the period of 7 days from time of failure reported, then the Buyer r eserves its right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Servi ce Provider.

### 21. Maintenance of Record:

a) The Service Providers should maintain proper records of the Complaints/Call and the same should be resolved by the service provider within 24 hours of logging any Complaints/Calls and Register shall be maintained for that.

- b) Service Provider (SP) shall maintain register indicating details of equipment being maintained and details of rooms/place where they are installed.
- c) Service Provider shall maintain the log sheet which will include number of Services provided during the contract period with dates and part of the equipment g ot repaired or replaced, with its proper model number and necessary details.

## 22. Payment Terms:

- a) The payment will be made to AMC Service Provider on quarterly basis (if the se rvices are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.
- b) Enhancement or decrease of taxes, duties or prices of components etc. will not affect AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

## 23. Penalties and Termination:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirem ents, committing fraud etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

- a) Penalty shall be levied not only for delay in repair but also delay in response to o. For delays in response as well as bringing back any equipment to working co ndition within such time, penalties shall be deducted from the AMC charges pay able to the Service Provider.
- b) If the Service Provider fails to repair/replace the Air Conditioners within one day, the said work may be got repaired from other Company / Firm /Agency and made functional and the expenditure incurred thereon shall be recovered from the firm, apart from the penalty is levied as stated in preceding clause. This may even entail termination of the contract and forfeiture of security deposit.
- c) Penalty to be imposed if the resolution/maintenance do not involve part replac ement is delayed above 24 hours.
- d) Penalty to be imposed if the resolution/maintenance involving part replacemen t is delayed above 7 days.
- e) If the Service Provider is not able to complete or turn up for the complaints/call s, then Buyer can avail the services for any other local service provider/local tec hnician and the amount so incurred in such repair or replacement can be deduc

ted from the bill of Service Provider/from his due amount.

- f) The cumulative penalty cannot exceed 10% of the contract value for that perio d. The AMC may be terminated by the Buyer once the limit is breached without any prejudice to other contractual remedy, if any.
- g) No penalty shall be leviable, if the Service Provider provides a functional stand by equipment of same till the re-delivery of the equipment duly repaired.

	S.No.	Service Level Agreement	Base Line Performan ce	First defau It	Second de fault	Third defa ult and subsequen t defaults
1.		Delay in starti ng the AMC Se rvices	AMC Servi ces to star t within m aximum 1 week from award of t he contrac t	Terminatio n of contra ct		
2.		Log sheet Mai ntenance	Log sheet to be main tained per visit/per m aintenance arising on complaint / call	Warning to be given	Rs. 250/-	Rs. 500/-
3.		Delay in carryi ng out Prevent ive/Routine m aintenance as per schedule	To be carri ed out as p e r interval s applicabl e	0.5% of billed amo unt for eve ry day dela y		
4.		Delay in carryi ng out repairs where no spar e part change is involved	24 hours o f reporting	1% of billin g amount f or the quar ter for eve ry one	2% of billin g amount f o r quarter for every o ne day del ay	3% of billin g amount per quarte r for every one day d elay

5.	Delay in carryi ng out repair i n where chang e of spare part is involved	Should be resolved w ithin 7 day s	2% of billin g amount f or the quar ter for eve ry one day delay	3% of billin g amount f o r quarter for every o ne day del ay	5% of billin g amount per quarte r for every one day d elay
6.	Non provision of proper ident ity card to res ources employ ed by service provider or no n-display of id entity card	Should be provided	Rs. 500/-	Rs. 750/-	Rs. 1000/- for 3 and s ubsequent default
7.	If the employe e of service provider is found to have misconduct or misbe haved in any manner or resort to any violent behaviour etc. with or employees of buyer organisation or other employees of service provider	No such oc casion sho uld happe n	Rs. 1000/- and resour ce to be te rminated i n addition to any oth er action a s deemed fit by Buye r organizat ion	Rs. 2500/- and resour ce to be te rminated i n addition to any oth er action a s deemed	Rs. 5000/- and resour ce to be te rminated i n addition to any oth er action a s deemed

LIST OF ACs at NIEPA		
1	Office building	115
2.	Hostel building	80
	TOTAL	195

## 4. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

#### 5. 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.

#### 6. Certificates

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

#### 7. 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.

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 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.

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>, conditions 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 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---