



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3086615 Dated/दिनांक : 04-03-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-03-2023 20:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	14-03-2023 20:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance		
Department Name/विभाग का नाम	Department Of Economic Affairs		
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmcil)		
Office Name/कार्यालय का नाम	Janpath		
ltem Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard		
Contract Period	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	41 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 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 छ्ट/ 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/बिंड 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	10105120.36
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	Indusind bank
EMD Amount/ईएमडी राशि	202500

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank	Indusind bank
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

- (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 :

Chief General Manager Nashik (India Security Press)

## Splitting/विभाजन

Bid splitting not applied.

# **MII Compliance**

MII Compliance	Yes

# MSE Purchase Preference/एमएसई खरीद वरीयता

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	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

**Geographic Presence: Office registration certificate:**Bidder must submit documentary evidence of having a registered office in the state of Maharashtra.

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: 1675665030.pdf

Scope Of Work For the Service: 1675665060.pdf

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (25)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Establishment / Area	Office/Commercial/Institutions/ Residential	
Category of Profile	Unarmed Security Guard	
Category of Skills	Skilled , Semi skilled , Highly Skilled , Unskilled	
Gender	Male , Female , No Preference	
Duty Hours in a day	8 , 12 , 24	
Qualification	High School , Secondary School , Diploma , Graduate , Post Graduate , Not Required	
Ex Servicemen	Yes , No , Optional	
Age Limit	Up to 40 years , Up to 45 years , Up to 50 years , Up to 55 years , Up to 60 years , Up to 65 years	
Years of Experience	0 - 3 years , 3 - 6 years , 6 - 10 years , 10 - 15 years , Over 15 years	
Additional Requirements for the Security Personnel	Unarmed Security Guards	
Addon(s)		

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती /रिपोर्टिंग अधिकारी

Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement
1	Biplab Basak	422101,India Security Press, Nashik Road Nashik , Maharashtra	25	<ul> <li>Number of working days in a month: 30</li> <li>Basic Pay (Minimum daily wage): 788</li> <li>Bonus (INR per day): 0</li> <li>EDLI (INR per day): 0</li> <li>ESI (INR per day): 25.61</li> <li>Optional Allowance 1 (in Rupees): 0.2</li> <li>Optional Allowance 2 (in Rupees): 0</li> <li>Optional Allowance 3 (in Rupees): 0</li> <li>Provident Fund (INR per day): 102.44</li> <li>Tenure/ Duration of Employment: 12</li> </ul>

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

# 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 Added text based ATC clauses

- 1. Firm must submit ESIC, EPF Certificate in the name of the firm.
- 2. Firm must submit PASARA License in the name of the firm
- 3. Firm must submit documentary evidence of having registered office in the state of Maha rashtra and should have experience of providing similar services in any one year during last five y ears from the said office in state of Maharashtra.
- 4. Qualification and eligibility criteria of Bid
- i) Experience & Past performance:- The Bidder should have experience of having successfully sup plied the manpower services of Rs. 41 Lakhs in any one of the last five years ending on 31<sup>st</sup> March 2022

**Note:** The 'Experience and Past experience criteria' is exempted for Startups and Micro and Small Enterprises.

- ii) **Capability:-** The bidder must have capability to provide the relevant services.
- iii) Financial standing:-
- a) The average annual financial turnover of the bidder during the last three years, endin g on 31<sup>st</sup> March 2022, should be at least Rs. 41 Lakhs (or equivalent in foreign currency at exchan ge rate prevalent on 31<sup>st</sup> March 2022) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

**Note:** The 'Average Annual Turnover criteria' is exempted for Startups and Micro and Small Enter prises.

- b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31<sup>st</sup> March 2022.
- c) (i) The net worth of the Bidder should not be negative on 31<sup>st</sup> March 2022 and also s hould not have eroded by more than 30% in the last three years, ending on 31<sup>st</sup> March 2022..

### **Applicability in Special Cases**

- i) Authorized Representatives: Bids of bidders quoting as authorised representative of a princi pal manufacturer would also be considered to be qualified, provided: i) their principal manufacture r meets all the criteria above without exemption, and ii) the principal manufacturer furnishes a leg ally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and w arranty obligations as per the general and special conditions of contract; and iii) the bidder himsel f should have been associated, as authorised representative of the same or other Principal Manufa cturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31.03.2022'.
- **ii) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of aut horised representative) who is a successful past supplier of 'The Product' in at least one of the rec ent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Govern ment of India from time to time.)
- **iii) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equip ment, and each partner must comply with all the PQC criteria independently However, for the purp ose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropri ate legal documents proving such ownership.
- 4. **Quantum of LD**:- 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 conditi

ons aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of d elayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

5. Bidder must submit check list of below mentioned documents:-

Sr No.	Description	Submitted / Not Sub mitted
1.	Documentary evidence towards EPF and ESIC Certificate as pe r clause 1	
2.	Documentary evidence towards PASARA License	
3.	Documentary evidence towards Geographical presence in the state of Maharashtra as per clause 2	
4.		
5.	Documentary evidence towards Experience and past performa nce criteria as per clause 3 (i)	
6.	Documentary evidence towards Capability as per clause 3 (ii)	
7.	Documentary evidence towards Financial data i.e. CA Certified and Audited Balance sheets and Profit & Loss Account stateme nts duly authenticated by a Chartered Accountant / Cost Accountant in India of last three financial years i.e. 2019-20, 2020-2 1 & 2021-22 as per Clause 3 (iii) (a), (b) & (c).	
8.	Compliance to buyer added bid specific ATC documents of act ual required specifications with sealed and signed by authoriz ed signatory	
9.	Documentary evidence towards submission of EMD	
10.	MSE Certificate/Start up Certificate if claiming for exemption a gainst experience and turnover criteria only.	
11.	Compliance to all terms and conditions of bid document	
12.	EMD Rs. 2,02,500/-	

- 6. **Payment Terms**: Payment will be released on monthly basis after issue of Consignee Receipt -cum Acceptance Certificate (CRAC) and submission of bills.
- 7. The bidder has to provide the undertaking that "We have read and accept all the terms & condit ions of GIT & GCC of the tender document". Link to GIT & GCC are as follows:-
  - (i) <a href="https://spmcil.com/uploaddocument/GIT/new.pdf">https://spmcil.com/uploaddocument/GIT/new.pdf</a>
  - (ii) <a href="https://spmcil.com/uploaddocument/GCC/new.pdf">https://spmcil.com/uploaddocument/GCC/new.pdf</a>
- 8. Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as li sted in the website of Ministry of External Affairs, to which the Government of India has extended I ines of credit or in which the Government of India is engaged in development projects) will be eligi ble to bid in this tender only if the bidder is registered with the Registration Committee constitute d by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclos e following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and so lemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

- (iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain conte xts) 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 n ot 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 from a country which shares a land border with India" for the purpose of this Order me ans:-
- 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
- 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 (III) above will be as under:
- a) 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 judicial person, has a controlling ownership interest or who exercise control through other means.

## b) Explanation:

- (1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five p er cent of shares or capital or profits of the company.
- (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 r elevant 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 auth or 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 con trol or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### 3. 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.

#### 4. Forms of EMD and PBG

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

India Security Press, a unit of SPMCIL payable at Nashik

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.

#### 5. 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

#### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

India Security Press, a unit of SPMCIL payable at Nashik

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

#### 7. 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

India Security Press, a unit of SPMCIL payable at Nashik

. 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.

#### 8. 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

India Security Press, a unit of SPMCIL

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.

#### 9. 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.

# 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---