



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2025/B/6075024 Dated/दिनांक : 25-03-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-04-2025 14:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	04-04-2025 14:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare		
Department Name/विभाग का नाम	Department Of Health Research		
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)		
Office Name/कार्यालय का नाम	Icmr National Institute Of Traditional Medicine		
क्रेता ईमेल/Buyer Email	kaveri.mk@icmr.gov.in		
ltem Category/मद केटेगरी	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System RO UV UF TDS Control; upto 3; PACKAGE-5: Water purifier and conditioning system maintenance involving basic servicing, filt, ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System RO UV UF TDS Control; upto 3; PACKAGE-4: Water purifier and conditioning system maintenance involving basic servicing, filt		
Contract Period/अनुबंध अविध	1 Year(s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
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/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		

Document required from seller/विकेता से मांगे  Turover Additional Doc 1 (Requested in ATC) Additional Doc 2 (Requested in ATC) Additional Doc 3 (Requested in ATC) Additional Doc 3 (Requested in ATC) Additional Doc 3 (Requested in ATC) ATC) ATC) ATC) ATC) ATC) ATC) ATC)	Bid Details/बिड विवरण			
by bidders to all bidders participated in bid?/  Bid to RA enabled/बिंड से रिवर्स जीलागी सिंकय किया No  Type of Bid/बिंड क प्रकार Two Packet Bid  Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृत्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत रामय  Evaluation Method/गृत्यांकन पदिति Item wise evaluation/  Financial Document Indicating Price Breakup Required/मृत्य दर्शाने वाला वितीय दस्तावेज श्रेकअप आवश्यक है  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  MII Compliance/एमआईआई अनुपालन  MII Compliance/एमआईआई अनुपालन Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	-	Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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		
Type of Bid/बिड का प्रकार  Time allowed for Technical Clarifications during technical evaluation/तकनीकी मुल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Evaluation Method/मूल्यांकन पदिति  Financial Document Indicating Price Breakup Required/मुल्य दर्शने वाला वितीय दस्तायेज केकाप आवश्यक है  Arbitration Clause  No  Mediation Clause  No  Required/आवश्यकता  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन	by bidders to all bidders participated in	No		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मुल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Evaluation Method/मृल्यांकन पदिति   Item wise evaluation/  Financial Document Indicating Price Breakup Required/मृल्य दर्शाने वाला वितीय दस्तावेज केकाय आवश्यक है   No   No    Mediation Clause   No   No    EMD Detail/ईएमडी विवरण   Required/आवश्यकता   No    Required/आवश्यकता   No    MII Compliance/एमआईआई अनुपालन   Yes    MISE Purchase Preference/एमएसई खरीद वरीयता	Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Evaluation Method/मूल्यांकन पद्धति   Item wise evaluation/ Financial Document Indicating Price Breakup Required/मूल्य दर्शने वाला वितीय दस्तावेज क्रेकअप आवश्यक है  Arbitration Clause   No   Mediation Clause   No    Required/आवश्यकता   No    Required/आवश्यकता   No    MII Compliance/एमआईआई अनुपालन   Yes    MISE Purchase Preference/एमएसई खरीद वरीयता	Type of Bid/बिंड का प्रकार	Two Packet Bid		
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है  Arbitration Clause  Mediation Clause  No  Required/आवश्यकता  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन  MISE Purchase Preference/एमएसई खरीद वरीयता	during technical evaluation/तकनीकी मूल्यांकन के	2 Days		
Breakup Required/मूल्य दर्शांने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है  Arbitration Clause  Mediation Clause  No  Required/आवश्यकता  Required/आवश्यकता  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन  MII Compliance/एमआईआई अनुपालन  MSE Purchase Preference/एमएसई खरीद वरीयता	Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/		
Mediation Clause  EMD Detail/ईएमडी विवरण  Required/आवश्यकता  No  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन  MII Compliance/एममाईआई अनुपालन  MISE Purchase Preference/एमएसई खरीद वरीयता	Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज	Yes		
EMD Detail/ईएमडी विवरण   Required/आवश्यकता No     Required/आवश्यकता No     MII Compliance/एमआईआई अनुपालन Yes     MSE Purchase Preference/एमएसई खरीद वरीयता	Arbitration Clause	No		
Required/आवश्यकता  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन  MII Compliance/एमआईआई अनुपालन  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Mediation Clause	No		
ePBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Compliance/एमआईआई अनुपालन  MII Compliance/एमआईआई अनुपालन  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	EMD Detail/ईएमडी विवरण			
Required/आवश्यकता No MII Compliance/एमआईआई अनुपालन MII Compliance/एमआईआई अनुपालन Yes MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MII Compliance/एमआईआई अनुपालन  MII Compliance/एमआईआई अनुपालन  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	∍PBG Detail/ईपीबीजी विवरण			
MII Compliance/एमआईआई अनुपालन Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता	ИІІ Compliance/एमआईआई अनुपालन			
· 	MII Compliance/एमआईआई अनुपालन	Yes		
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	/ISE 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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 4. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 5. 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.

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

Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC:Make: Eureka Forbes

Model No. 1: Purechill 80 SS RO+UV

Capacity: 80 litres

Model No. 2 Model: UV+ Capacity: 7 litres

integral/ essential part and accessories of the System to be covered under the scope of the contract are as follows:

- 1. Eureka Forbes sediment
- 2. Eureka Forbes UV
- 3. Eureka Forbes Membrane
- 4. Eureka Forbes UF
- 5. Eureka Forbes Post
- 6. Eureka Forbes Prefilter set
- 7. Eureka Forbes Electronic
- 8. Eureka Forbes Ballast
- 9. compressor (for model no.A)

Other buyer specific requirements and details: 1742477802.pdf

**Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evalua tion Sched ules	Item/Category	Qu ant ity
Schedul e 1	Annual Maintenance Services For Water Purification And Conditioning System (version 2) - Potable Water Purification System Ro Uv Uf Tds Control; Upto 3; Package-5 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing, Filt	Qu ant ity : 1
Schedul e 2	Annual Maintenance Services For Water Purification And Conditioning System (version 2) - Potable Water Purification System Ro Uv Uf Tds Control; Upto 3; Package-4 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing, Filt	Qu ant ity : 1

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System RO UV UF TDS Control; Upto 3; PACKAGE-5: Water Purifier And Conditioning System Maintenance Involving Basic Servicing, Filt.. (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable Water Purification System RO UV UF TDS Control	
Vintage of water purification / conditioning System covered under the service ( Yearly)	upto 3	
Type of AMC Package	PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor	
Addon(s)/एडऑन		

#### 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/अतिरिक्त आवश्यकता
1	Kaveri Mohan Kumbhar	590010,N.H No. 4, Nehru Nagar, (Opposite KLE Hospital)	1	N/A

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System RO UV UF TDS Control; Upto 3; PACKAGE-4: Water Purifier And Conditioning System Maintenance Involving Basic

### Servicing, Filt.. (1)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable Water Purification System RO UV UF TDS Control	
Vintage of water purification / conditioning System covered under the service ( Yearly)	upto 3	
Type of AMC Package	PACKAGE-4: Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump	
Addon(s)/एडऑन		

#### 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/अतिरिक्त आवश्यकता
1	Kaveri Mohan Kumbhar	590010,N.H No. 4, Nehru Nagar, (Opposite KLE Hospital)	1	N/A

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

- 1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 3. 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

#### 4. Generic

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

**DIRECTOR** 

ICMR NITM NEHRU NAGAR BELAGAVI KARNATAKA - 590010

5. 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.

#### 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

**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

#### 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ADDITIONAL TERMS & CONDITIONS**

1. This Maintenance/Servicing Contract of following Water Purifier (RO) for one years with effect fro m within 07 days (one weeks) of award of contract.

Description	Location	Quantity	
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- 2. The period of annual contract shall be from 1 year from the date of issuance of order.
- 3. The AMC service will cover two models of water purification systems:
  - i. Model A: Water purifier with compressor.
  - ii. Model B: Water purifier without compressor.
- 4. The AMC pricing should be quoted separately for both models considering the difference in compone nts and maintenance requirements.
- 5. The bidder must have valid GST Number and PAN card.
- 6. Place of delivery/service shall be ICMR NITM and the bidder must have Service centre/ Workshop in Karnataka state. (Proof of the same such address shall be enclosed.)
- 7. The bidder shall be authorized by the concerned brand Kent and upload the OEM certificate.
- 8. The Job shall be entrusted on the basis on "As is where is"
- 9. The bidder possessing at least three consecutive year work experience in "Annual Maintenance" Con tract of Inbuilt RO cooler water machines. The bidder shall submit copy of work orders and performance ce

rtificate issued by the concerned organizations as document in support of the experience.

- 10. The office will award the contract to the successful bidder whose bid has been determined to be subst antially responsive and has been determined as lowest evaluated bid, provided further that the bid is determined to be qualified to perform the contract satisfactorily.
- 11. Director ICMR NITM reserves the right to increase or decrease the quantity of items under AMC.
- 12. Payment of AMC charges will be made on quarterly basis on submission of the bill and duly certified by technical officer of ICMR NITM
- 13. All certificates and documents as required in the bid shall be duly authenticated and stamped.
- 14. The firm should ensure appropriate payment and other dues to the workers as applicable by the rules of Government.
- 15. The bidder entering into the AMC, shall depute qualified and experience mechanics for upkeep and m aintenance of the Inbuilt RO cooler water machines within stipulated time
- 16. The maintenance/servicing include service of all machines, periodical preventive maintenance, and ov erhauling of all machines and all repairs and replacement of all kinds of Filters, Pre- filter candle, Compres sor, Thermostat, Transformer, Relay, Carbon, Worn out parts, Rubber pipe, Screw/nut bolts etc. as well as cleaning of water tanks once in a month to maintain optimum TDS.
- 17. The spare parts used for replacement shall be procured from the authorized dealer/service centre of s ame make/quality as installed in new machine with warranty or guarantee as per manufacturer. The origin al bills/vouchers of purchase of spare parts are attached with the quarterly payment claims as a proof of its genuineness.
- 18. Any financial loss caused due to damage of any office property by the contractor would be deducted fr om the bills payable to him.
- 19. The Service Level Agreement (SLA) as specified in the bid document shall be strictly followed by the s elected service provider. Any deviation or non-compliance with the SLA terms, including response time, re solution time, preventive maintenance, spare part availability, uptime commitment, and penalties, will lea d to appropriate deductions, penalties, or contract termination as per the defined terms. The buyer reserv es the right to enforce all SLA clauses strictly without any relaxation.
- 20. The firm shall have to attend all complaints within stipulated time of 24 hours of receipt of complaint. Thereafter, the delay in attending complaint shall attract a levy of compensation at the rate of Rs.5 00/- per day& per Machine subject to a maximum of Rs.2500/- against the complaint. Thus after 5 day s the office shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency.
- 21. No Manpower and support will be provided for transportation or shifting of units from one place to another.
- 22. Whenever a machine or any part thereof needs to be taken out by the mechanic for maintenance/ repair to the workshop, necessary permission must be obtained and no extra charges will be paid to th is work. Units taken out of the Office premises for the service at workshop shall be returned at the earl iest & in any case, within a week time.
- 23. If the bidder fails to commence services under the AMC as scheduled or to deliver the services or dered to him within the period stipulated in the contract, Office reserves right to Cancel the contract in

whole or in part for the incomplete /balance works/services. If the office decides to cancel the contract on account of the default or unsatisfactory services, the work shall be got done at the risk and cost of the bidder.

- 24. No increase in amount shall be considered at all during the full period of AMC exempt for revision in any taxes as per Government policy.
- 25. The firm should ensure the necessary safety of the workers while working in the office.
- 26. The office shall not be responsible in respect of any injury caused to the workers of the Bidder. It will be the sole responsibility of the Bidder.
- 27. The Contractor shall personally be responsible for the conduct of his staff and in case of any compl aint against any staff; Contractor will be under obligation to change the worker when instructed by aut hority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The office will not hold any responsibility with regard to staff on the role of the contractor what soever.
- 28. Director ICMR NITM reserves the right to terminate the contract at any point of time after giving 0 7 days' notice during the tenure contract in case of continued non- performance and inability to meet service requirements, or if the contractor dishonours the contract. The decision of Director ICMR NITM shall be final and binding upon the contractor.
- 29. Director ICMR NITM reserves the right to extend the contract for two more year that if the services are satisfactory and cost-efficient.
- 30. Director ICMR NITM reserves the right to accept or reject any bid without assigning any reason.

## 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य</u> नियम <u>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---