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Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5648847
Dated/दिनांक : 01-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-01-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Centre Of Plasma Physics-institute For Plasma Research, Dae
Item Category/मद केटेगरी	Operation And Maintenance Of Lifts (Elevators) - 01 No of Lift
Contract Period/अनुबंध अवधि	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/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,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 the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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	Yes
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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. 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 on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Please upload scope of work:[1733892903.pdf](#)

List, quantity, type, specifications and other details of Machines/Product:[1733892925.pdf](#)

Operation And Maintenance Of Lifts (Elevators) - 01 No Of Lift (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Operation And Maintenance Service Is Required For	01 No of Lift
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Number of Dedicated managerial/supervisory staff required	NA
Duty hours of dedicated managerial/supervisory staff	NA
Working days in a week for managerial/supervisory staff	NA
Number of dedicated skilled manpower required	NA

Specification	Values
Duty hours of dedicated skilled manpower	NA
Working days in a week for skilled manpower	NA
Number of dedicated semi-skilled manpower required	NA
Working days in a week for semi-skilled manpower	NA
Duty hours of dedicated semi-skilled manpower	NA
Number of dedicated unskilled manpower required	NA
Working days in a week for unskilled manpower	NA
Duty hours of dedicated unskilled manpower	NA

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(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Chandra Kanta Sarma	782402,Nazirakhat, Sonapur	1	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 36

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

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. 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.

3. 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

4. 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.

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. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

TERMS AND CONDITIONS, SCOPE OF WORK AND OTHER DETAILS FOR COMPREHENSIVE MAINTENANCE OF ONE NUMBER OF PASSENGER LIFT.

General instruction

1. The agency/contractor shall arrange/provide skilled personnel, qualified enough to attend maintenance and breakdown. They shall be able to locate the fault if any and set right the same within reasonable time period.
2. No work shall commence in the absence of contractor's engineers and they shall certify in writing about the fitness and shall ensure stability / safety of all elements of Equipment.
3. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive keeping in mind the schedule of quantity, specifications, scope or work and shall apply to all heights, levels, depths, leads, lifts including shafts, escalators & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items and nothing extra shall be payable whatsoever, unless otherwise specified.
4. Statutory deductions like tax, Cess as applicable shall be deducted from the payments.

5. Should have service centre in Assam.

Site Visit

Agencies/contractors, before due date/last date of submission of bid may visit the site in working hours (i.e . 09:00 AM to 5:30 PM, (except Saturday, Sunday and closed holiday) for visualization and better understanding of the quantum of work at Centre of Plasma Physics - Institute for Plasma Research, Nazirakhat, Sonapur, Kamrup M, Assam - 782402.

Scope of Work

1. The Contractor shall provide the all-in comprehensive maintenance service to maintain efficient and prompt response to breakdown; emergency call-out or complaint for the timely attendance of installation/equipment failure and/or unsatisfactory services.

2. The record of services, any repair, replacement and inspection shall be maintained and submitted to the Institute at the time of billing.

3. The contractor shall provide preventive maintenance schedule and produce it to the Institute for approval.

4. Program of routine and preventive maintenance during the tenure of annual maintenance contract shall comply with minimum requirements as below.

- (1) To check all bearing oils, oil rings, oil chains, etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- (2) To check and repair all relays and contacts as well as their movements and repair as necessary.
- (3) To clean traction machines, relays panels, control panel, starter panels, selectors, governors, car top, car gates, sills and pits.
- (4) To check and repair movement of door switches, gate switches and emergency stop switches.
- (5) To check and repair indicator lamps and indicator, annunciator, buzzer and car lights.
- (6) To check and adjust levelling differences, brake slippage, acceleration, deceleration and riding comfort.
- (7) To check and repair operation of weighting devices.
- (8) To check and repair movements of car control buttons, switches.
- (9) To check brake action and adjust if necessary.
- (10) To turn grease cups for speed governors and compensating pulleys.
- (11) To top up rail lubricators, to clean ropes oil if necessary.
- (12) To check and replace battery if necessary.
- (13) To check all pins of door operation and door opening mechanisms.
- (14) To clean main sheave, secondary sheaves and rope sheaves on car top and counterweight to p.

- (15) To clean and repair brake wheels and shoes.
- (16) To clean and lubricate door hangers, door rails, interior of hanger case. If necessary adjust eccentric rollers, car door hangers, door connecting ropes and chains.
- (17) To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary.
- (18) To clean and check push buttons of car control panels.
- (19) To check, clean and repair the sleeve and plungers of the electromagnetic brakes.
- (20) To check and repair movement of limit switches.
- (21) To check and repair the governor switches.
- (22) To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- (23) To remove the dust inside the traction machines and controls panels using electric blower.
- (24) To clean and repair the indicator lamps.
- (25) To check and repair the operation of safety gears, ropes, etc.
- (26) To check and clean lift car buttons and contacts.
- (27) To check the wear of guide shoes of cars and counterweights
- (28) To clean the wire connection box of every landing and car cages. Tighten all screws and check the conditions of cables at conduit inlets and outlets.
- (29) To remove the dust inside the landing indicator switches by electric blower.
- (30) To test all safety devices.
- (31) To clean and adjust the electromagnetic brake of gearless machines.
- (32) To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lift frame, guide rail, guide rail clamps and bracket etc.
- (33) To test the over current relays.
- (34) To test Auto Rescue Device (ARD) in regular manner

All the scheduled maintenance services described above or not described but required for safe operation of lifts shall be properly programmed and agreed with the Engineer-in-charge in order not to affect operation of the lift systems.

5. The lubricants used for maintenance purpose shall be as per strictly of manufacturer's specifications.
6. The entire spare parts OEM shall be arranged by contractor at their own and nothing shall be paid extra on this account. All the parts should be readily available for facilitating the necessary replacement. The spare parts replaced will have to be new only and to be got approved from the Engineer-in-Charge or his representative before using the same in the work.

7. As and when the parts are replaced, the same shall be intimated by Contractor to CPP-IPR's representative and any other routine repair work which is not mentioned above shall be done by the Contractor time to time.
8. The Contractor shall check health of batteries in all the monthly services.
9. All test shall be performed in the presence of Engineer-in-Charge or his authorized representative and the test report of the same shall be submitted by the Institute. The periodic limit should be safe enough to maintain the safety standards. Also contractor/OEM will conduct an annual safety test on the equipment and will submit test report of the same.

Allowable time for preventive maintenance and breakdown

Preventive maintenance of Equipment's shall be carried out monthly in normal working hours (9:00AM to 5:30 PM), However breakdown maintenance shall be attended within 12 hours and solve the problems within 24 hours including Holidays and Sunday etc. No extra payment in this regard shall be paid.

The contractor shall not be paid extra on account of additional staff required for emergency repairs. It includes all repairs maintenance and replacement of spares etc. as and when required.

In case of major breakdowns, the Contractor shall be free to replace the spares as required or to modify circuit or the component/assemblies. However, nothing will be paid extra on this account.

Responsibilities of contractor during AMC

1. The Agency/contractor shall be responsible for any accident that occurs due to malfunctioning of the Equipment due to inadequate maintenance of the Equipment's and including allied equipment during period of AMC and the same will be recovered from the contractor.
2. The Agency/contractor will maintain the record of all preventive as well break down maintenance action in the prescribed manner in the log book of Equipment which is mandatory. Any fault noted during preventive maintenance beyond the scope of this agreement may be informed to Institute immediately for taking necessary remedial action, failing which the contractor shall make good the repairs at his own cost.
3. The contractor shall get the Equipment inspected from competent inspector, State Govt. and obtain/renew the Equipment license from Competent Authority. However, license statutory fee shall be paid by the Institute.
4. During breakdown, materials brought at the site for replacement, are to be considered to be the property of the Institute and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-Charge or his representative.

5. The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
6. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the users of adjacent properties.
7. The contractor shall be bound to follow the instruction and restrictions imposed by the Administration on the working and movement of Engineer/ labour / material / vehicles etc. and nothing extra shall be paid on this account.
8. Any damage done to the buildings during execution of work will have to be made good by the contractor at his own cost

Miscellaneous

1. The contractor has to take up maintenance of the Equipment within seven days of being directed to take over the Equipment for maintenance under their work. The time period of Twenty-Four months shall be counted from date of handing over of Equipment under this work.
2. The Contractor has to provide the regular monthly preventive maintenance between 1st to 15th day of every month.
3. On completion of the maintenance contract, the firm shall hand over the installation to the department in perfect working conditions and with a certificate that all the equipment, parts, operations/ safety system are safe and sound on the date of handing over the installation.
4. Lighting and ventilation of the lift shaft, fan and light fitting, mirror of lift car, batteries are not included under this scope or work.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Authorization letter: Bidder has to submit valid Authorization letter from Messrs Johnson Lifts Pvt. Ltd., at the time of submission of offer / Self Declaration in case of OEM.

Payment: Payment will be arranged for successful completion of each year (For monthly based 12 Preventive Maintenance Service) within 30 days from the date of acceptance duly signed by Our Engineer In charge, bills in our Stores section, completed in all respects.

No extra charges will be paid for Breakdown Service. You will be required to make lift operational within 24 hours from the intimation (mail/call) from institute.

GST: GST should be included in the quoted price.

TDS: Applicable TDS will be deducted. Bidders have to provide copy of PAN card.

Penalty:

- i. If contractor fails to render services as per given timeline and a penalty @ 0.5 % of monthly bill value per week subject to maximum of 5% of bill value, shall be recovered from running bills.
- ii. In case of Minor/Major fault contractor has to give written intimation within 24 hours to Engineer-in-charge or his representative and give the timeline for supply of material and to make the Equipment operational. In that case contractor has to provide an information outside the Equipment mentioning "Equipment under Repair". If contractor fails to supply material as per given timeline and equipment cannot be made operational within given/approved timeline a penalty @0.5% of contract value per week subject to maximum of 5% of contract value, shall be recovered from running bills.

Termination of Contract: If the performance of the Contractor is not found satisfactory during the validity/extended validity of the Contract, CPP-IPR reserves the right to terminate the contract in full by issuing one month's notice to the Contractor without any financial obligation on the part of CPP-IPR. In the event of cancellation of the contract for any reason, the payment for the work carried out will be paid on pro-rata basis.

Contractor's Responsibility: Contractor should take all precaution and utmost care to avoid breakage, damage, loss etc. while carrying out the work at CPP-IPR premises. If any damage, loss is occurred to CPP-IPR's property while doing the work, contractor will be responsible for making compensation to CPP-IPR.

Third Party Liability: It will be entire responsibility of the contractor to insure his employees against all risks. It will be the liability of you to meet claims over the lives of any employee including himself who insures/dies due to accident caused while on duty at CPP-IPR site or while not on duty but came to meet the employees of contractor/supervisor/any person of you.

Safety Requirement: As the work is to be executed in a restricted area, the contractor shall strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behaviour of the staff employed by him and also for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by CPP-IPR, if in the opinion of the representative of CPP-IPR it is not desirable to permit that particular person to work inside the campus.

Jurisdiction: The contract shall be governed by the Laws of India for the time being in force. The Courts of Guwahati, Assam only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.

Arbitration: In the event of any dispute or difference arising out of or in connection with any of the terms and conditions of the Work order/ Contract, the matter shall be referred to the Centre Director, CPP-IPR for settlement. In case the parties to the work order are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration and Reconciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.

Force Majeure: During the period of Force Majeure, Maintenance servicing of equipment may be delayed and can be taken after conditions normalize if required. CPP-IPR is not liable to pay for Force Majeure duration if service is not rendered by successful bidder, Payment for force Majeure duration will be subjected to terms and conditions decided by CPP-IPR authorities.

INSTRUCTIONS TO BIDDERS:

The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/ Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same.

No correspondence will be entertained within 30 days from the date of acceptance of material/ Services and bills, whichever is later.

The Contractor/Supplier/Service Provider shall at all times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

The Centre Director, CPP-IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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

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

---Thank You/धन्यवाद---