



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6158626 Dated/दिनांक : 28-04-2025

Bid Document/ बिड दस्तावेज़

Did Dataile & Com		
Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2025 09:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-05-2025 09:30:00	
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 Defence	
Department Name/विभाग का नाम	Department Of Military Affairs	
Organisation Name/संगठन का नाम	Indian Army	
Office Name/कार्यालय का नाम	******	
क्रेता ईमेल/Buyer Email	kavijay.234k@gov.in	
Item Category/मद केटेगरी	Custom Bid for Services - CAMC FOR 16 SLICE CT SCAN MACHINE	
Similar Category/समान श्रेणी	 Customized AMC/CMC for Pre-owned Products Operation And Maintenance Of Other Machines And Plants 	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	196 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/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *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/बिंड से रिवर्स नीलामी सक्रिय किया	No	
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	4944908	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	148347

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

- (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 दस्तावेज प्रस्तुत करने है। 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 :

PCDA

PCDALucknow, Department of Military Affairs, Indian Army, Ministry of Defence (Pcda)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	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 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.
- 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 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.

 6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase
- 6. 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.
- 7. 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.
- 8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the

estimated cost: or

- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality: 1745387396.pdf

Instruction To Bidder:1745387401.pdf

Pre Qualification Criteria (PQC) etc if any required: 1745387405.pdf

Scope of Work: 1745387408.pdf

Payment Terms: 1745387411.pdf

Penalties: 1745387415.pdf

Quantifiable Specification / Standards of The Service/ BOQ: 1745387418.pdf

Project Experience and Qualifying Criteria Requirement: 1745387422.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .: 1745387426.pdf

GEM Availability Report (GAR): 1745387438.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1745389199.pdf

Custom Bid For Services - CAMC FOR 16 SLICE CT SCAN MACHINE (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CAMC FOR 16 SLICE CT SCAN MACHINE	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	********LUCKNOW	1	N/A

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

1. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2. Generic

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

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. Forms of EMD and PBG

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

PCDA

payable at

PCDA, LUCKNOW, DEPARTMENT OF MILITARY AFFAIRS, INDIAN ARMY, MINISTRY OF DEFENCE, PCDA

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

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

PCDA

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.

6. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

BBQR

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4.0 SCOPE OF WORK FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

4.1 Introduction

- (a) In order to ensure uninterrupted operation of the system, bidder shall provide CAMC for the period of 12 months(01 year) after completion of the present CAMC (24 june 2025 to 23 june 2026)
- (b) The vendor shall provide one year CAMC for the complete system including whole the equipment hard ware, software, cables, system and sub-system supplied, installed and commissioned
- (c) The scope of work for CAMC mentioned here is only broad guideline for maintenance services and facility service and shall be maintained and supported to provide a level of service. The availability of system must be 95% throughout the duration of CAMC
- (d) The maintenance services shall be rendered in such a way that it should prevent unanticipated loss of service, minimize the impact of lost service, and react to restore the services within shortest possible time. The system must be maintained throughout the period of CAMC

4.2 SCOPE OF CONTRACT

Planned maintenance window

- (a) Equipment only in working conditions will be taken into the comprehensive annual maintenance agree ment. Under this agreement PIL shall provide 4 planned maintenance calls and comprehensive maintenance calls as and when required to keep the customers equipment in good working order
- (b) This contract will cover complete electronic coverage for CT with Tube and UPS excluding batteries Ext ended Brilliance Work space (reporting system) will be covered in best of Effort basis being End of Life. An aesthesia Machined Set, AC's and turnkey will not be covered in this contract

Quantity

Hours of coverage PM 900-1800 Mo-Sa

Description

Special Parts

Nο

	•		=
1 ded	X-ray Tube MRC 600	1	Tube Inclu
Coverage details			
Normal parts cover	rage	Normal parts included	
Labour and Travel	PM	PM Activities included	
Labour delivered R	emotely	Remote Labour included	
Software and Hard	ware Updates	Software and Hardware included, Installation included	
Technical Phone Su	upport	Technical Phone Support included, Direct call included	
Uptime Guarantee		Uptime Guarantee 95%-No p	enalty
Initial Response ti	me	Initial Response time 2 h	
On-site response ti	me	On-site response time 8h	
Parts delivery time		Parts delivery time priority	
Technical Remote	services	Reactive Remote Support incl	uded
Corrective mainter	nance window	Hours of coverage CM 900-1800	Mo-Sa

Coverage

Camera coverage

Injector

UPS

S

Dry laser film printer coverage included

Injector coverage included

160 Kv Emersion UPS included without batteries

- **4.3** For planned maintenance PIL shall make visits on dates mutually convenient to CLIENT and PIL. Durin g these planned maintenance calls PIL may also undertake breakdown maintenance work wherever possible. It does not include major overhauls including but not limited to shifting of equipment, re installation at o ther sides, etc which will charged for separately on basis of estimate of repair submitted to CLIENT
- **4.4** PIL will depute their Customer Support Engineer for breakdown calls within 24 hours from receipt of t he call from CLIENT if located in same station. In case of outstation, PIL will ensure the repair on top priorit y.PIL shall not be responsible for delay in servicing due to non availability of spares or due to any reasons beyond it's control like at the event of natural calamities, strikes etc.
- **4.5** PIL'S service shall be provided during normal working hour's i.e from 9AM to 5PM excluding weekly a nd gazette holidays.95% uptime warranty will be maintained during the contract period

The customer should register a complaint with our customer care solution centre at out toll free no 180041 96788. Working hour shall be reckoned from the time of the Customer Support Engineer leaves PIL until he returns to Headquarter.

The service/repair and replacement of parts/spares details will be recorded by the PIL'S engineer in the log book

Service work not covered under this contract shall be charged at PIL'S standard ruling rates plus the travel expenses at actual.

- **4.6** Any defects in the electrical installation and/or wiring outside the equipment(s) or power supply fluct uation or equipment not covered by this agreement will be rectified by CLIENT at his own cost
- **4.7** It shall be CLIENT's obligation to provide proper environment conditions as advised at the time of ins tallation of the equipment(s).PIL shall not be responsible for any damages or loss of malfunctioning of the s ystem or equipment due to non availability of proper environmental condition
- **4.8** PIL shall not be responsible to carry out the repairs where
- i. Repairs and/or modifications are required due to applications/usages other than those for which the equipment is designed.
- ii. The equipment is opened, serviced, repaired or modified by any unauthorized agency/personnel.
- iii. The equipment has been disable by natural calamities(like earthquake, floods, fire, riots etc),accide nts, explosion, tampering, neglect or misuse, failure of electrical power, air conditioning, humidity control or causes other than ordinary use.
- iv. Natural wear and tear has taken its toll.
- v. PIL's opinion, equipment is irreparable
- **4.9** The agreement shall be entered into by PIL after checking the equipment for its satisfactory working. If any repairs are considered necessary to bring the equipment(s) in good working condition before taking over for service contract purposes such repair shall be charged for separately. This clause shall not apply if the agreement is entered immediately after the expiry of warranty period or at the time of renewal of an existing Agreement with PIL.
- **4.10** CLIENT will give to PIL Customer Support Engineer full access to the equipment(s) to enable him pr ovides maintenance service. CLIENT will provide PIL Customer Support Engineer all accessory operating an d service manual for the equipment(s) covered by this contract. CLIENT will provide full support and accep tance to PIL to access the equipment(S) through Philips Remote Service network to monitor system perfor mance and utilization whenever applicable. Also assistance by customer staff working on the system famili ar with the programmes will be extended to PIL engineer as and when required.
- **4.11** In case repairs are not possible at the site, the equipment/sub assemblies/field replacement units

may be brought to PIL,s workshop for repairs. The equipment will be at PIL's premises at Customers risk. H owever, if the CLIENT so desires, PIL shall arrange an insurance cover at customers cost.

4.12 Log book

The maintenance engineer will maintain a logbook at each location indicating the activities carried out during preventive and breakdown maintenance. The book will contain the parameters and measure readings of the equipment under operation, repairs carried out and any additional details

4.13 Payment Terms During CAMC

Payment towards CAMC shall be made six monthly basis on successful submission of following documents -

- i. Service availability report duly signed by PIL representative.
- ii. Satisfactory certificate from CLIENT.
- iii. Undertaking regarding maintenance of minimum spares

4.14 EMD & PBG

This will be as under-

- i. EMD 3% of Total value 180+45 days validity
- ii. PBG 5% of Total value 18 months validity

4.15 Termination

This contract may be terminated at any time by either party on serving 30 days prior written not ice to other party

4.16 Arbitration

- i. If any controversy, dispute or difference arising out of this agreement shall be mutually sorted out by the First Party and the Second Party within 30 days from the date of receipt by other party of a written noti ce from the aggrieved Party of the existence of the dispute. If the party is failed to reach amicable solution, either of the Parties shall be free to refer such dispute to Arbitration under Arbitration and Conciliation Act, 1996 comprising of the panel of three Arbitrators. Each party shall appoint one Arbitrator and third Arbitrat or shall be appointed by the Arbitrators so appointed. The venue for Arbitration shall be Lucknow.
- ii. This agreement shall be governed by the Indian laws

7. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Only those bidders, who qualify in the technical evaluation stage, will proceed for financial evaluation. The bidders will upload all the certificates as required in the BBQR. None uploading of the requisite certificates by relevant authorities will render the bid, null and void.
- 2. Bidders will upload the BOQ compliance form as per format uploaded al

ong with BBQR for the bid as per given format with authorized signatory with st amp. None uploading of these documents will make the bid liable for rejection.

- 3. The bidder/OEM should not be in contravention of GTC 26 or GFR 144(xi)
- 4. Point by point compliance to the uploaded BBQR/technical sheet shall be submitted by the bidders, failing which, their bid will not be considered for any further evaluation.
- 5 . Decision of the technical evaluation committee (tec) will be final and bi nding on all the vendors. No offline representation will be entertained.
- 6. Supplier will undertake to replace unconsumed stock before three mont hs of the expiry date of the items. Dealer will replace any stock found defective during shelf life.
- 7. **EMD**
- a) Kindly Upload EMD A Validity of 180 Days+45 Days (with Bank Sign and Stamp)
- b) Compulsory Upload EMD Copy on Gem Portal and Submit Hard C opy at CHCC DGLP Procurement Cell
- c) If You Are Registered in Command Hospital Lucknow (CC) Uploa d Fresh EPBG Validity Expiry 2024-25 (A Validity of 180 Days+45 Days) For Exemption and (Submit Hard Copy within the Given Time Period at CHCC DGLP PROCUREMENT CELL) Plz Upload The EMD/EPBG Submit/Receiving Copy
- d) Do Not Upload Any Military Hospital/AFMSD/CH/BH Registration Letter for Exemption
- e) MSME Valid Only Mfg. Pharmaceutical and Medical Product Cod e
- f) EMD Is Required as You Are None Quoting Your Own Product. M SME Certificate Is Valid Are When You Are Manufactured of Item Being Quoted
- 8. In Case Of Any Discrepancy In Technical Specifications, Detailed Specifications As Mentioned In The BBQR Will Be Treated As Final.
- 9. All other terms and conditions as per dpm 2009 will also apply to the ten der.
- 10 . BBQR is attached in "buyer added bid specific atc" in the bid document>in case of any discrepa ncy in technical specifications, detailed specifications as mentioned in the BBQR will be treated as final.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

10. Service & Support

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

11. Service & Support

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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 नियम और शर्ते</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---