

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-05-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-05-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Directorate General Of Quality Assurance ( Dgqa)
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder

Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

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. 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.

#### **जीएसटी की धारा 9(3)/Section 9(3) Of GST**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

#### **जीएसटी की धारा 9(3) / Section 9(3) Of GST**

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If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):1**

**Minimum years (up to 5 years) of experience in related field:3**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:1**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:1**

**Geographic Presence in States:South East Delhi**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:As per package rate**

**Scope of Work:[1773896563.pdf](https://www.pdfdrive.com/1773896563.pdf)**

## Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	2000 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	Non-A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	

### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	18%	18%	No

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****SOUTH DELHI	1	<ul style="list-style-type: none"> <li>Duration in Months for which service is required : 12</li> </ul>

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

### 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. 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.

### 3. 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.

### 4. Service & Support

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

### 5. Service & Support

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

### 6. Vehicle Hiring(MoD)

#### Agents / Agency Commission

The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

### 7. Vehicle Hiring(MoD)

#### Accident & Insurance

- The Seller shall undertake to produce evidence to the satisfaction of the Buyer that the insurance company, with which insurance all vehicles being tendered under this contract has been affected, has received notice(s) that the Government is interested in the policy of insurance.
- Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during

duties and Seller will not claim any compensation from the Government.

3.The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicles(s) and driver(s) employed by the Seller under this contract or to any person involved in such accident.

4.In the case of any accident, the Seller or his / her representative will inform the nearest Police Station. Court of Inquiry as in case of Army vehicle will be conducted and the decision of the Indian Army in this regard shall be binding and final.

5.In case of any accident during the performance of the duty, the cost of damage to the vehicle will be borne by the Seller. No compensation will be given by the Army authorities.

#### 8. **Vehicle Hiring(MoD)**

##### **RISK & EXPENSE**

Rejection of Vehicles, as described above, or on account of Seller's failing, declining, neglecting or delaying to comply with any requisition or otherwise not executing the same in accordance with the terms of the contract, the consignee or his / her successor in office shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to hire from any other source, at Seller's risk and expense, such services as may have been rejected or that Seller may have failed, declined, neglected or delayed to supply.

#### 9. **Vehicle Hiring(MoD)**

##### **RISK & EXPENSE**

Extra expenditure, if any, on account of risk and expense purchase of the service made by the Government as above, will be deducted out of Seller's payment of bills due to the Seller or from Performance Guarantee.

#### 10. **Vehicle Hiring(MoD)**

##### **RISK & EXPENSE**

In the event of vehicle(s) arranged from other sources at risk & expense of the Seller in accordance with the terms of the contract, the amount of excess incidental expenditure, if any, involved in having to meet the complete demand out of Civil Hired Transport, will be in addition to the amount recoverable from Seller, for making such arrangement and be charged from Seller.

#### 11. **Vehicle Hiring(MoD)**

##### **RISK & EXPENSE**

Seller agrees to pay hire charges for the Government transport supplied, if any, to Seller on request in case of failure of transport services due to any cause(s), at the rates fixed by the Government in accordance with orders which may be current at the time the transport is hired. Seller clearly understands that the aforesaid clause does not in any way bind or obliges the Government to provide the Seller with the services. The decision of the consignee in this matter will be final and binding on Seller.

#### 12. **Vehicle Hiring(MoD)**

The Risk & Expense Clause will be executed in offline mode as there is no functionality available on GeM.

#### 13. **Vehicle Hiring(MoD)**

##### **COVID Guidelines**

The Seller will abide by all the COVID-19 protocols with respect to operation of school buses as and when issued by the MHA and / or Department of Education.

#### 14. **Vehicle Hiring(MoD)**

##### **Common Terms for All Types of Vehicles Required Under the Contract**

All Vehicles tendered will be registered/approved by the concerned RTO/RTA as commercial transport and all taxes paid on due date.

1. For operation of the contractual obligations in the protected areas / States, where & when required, all drivers and other staff employed will be in possession of inner line permit / validated card issued by the civil administrative authorities.

2. A valid route permit is held for each and every vehicle provided to the Government under this agreement.
3. ON MILITARY DUTY board will be displayed on the vehicles under the contract only when hired by the Buyer.
4. Vehicles will fumigate/disinfect against infectious diseases, if any, as desired by military authorities. All expenses in this connection will be borne by the Seller.
5. Seller cannot claim to be issued with Petrol/ Diesel/ Fuel/ Oil/ Lubricants, either free or on payment for his vehicles, from military sources.

#### 15. **Vehicle Hiring(MoD)**

##### **Demand of Vehicles & Transport Indents**

The civil vehicles required under the contract include those for conveyance of stores, officials, personnel and civilians of Army, Navy, Air Force, Para Military Forces, Central/State Governments and Nationals of other countries for whose subsistence Government of India accepts responsibility and who happen to be or come into the area covered by the contract.

1. Sellers accredited representative will report to the consignee at the designated time and place for collecting the demand of transport required and the transport will be provided by the seller on the date and time specified.
2. In case Seller/or accredited representative does not report, the demand of transport dispatched by post/ through dispatch rider / message on the last known address / mobile number of the Seller / accredited agents of the Seller by the consignee will be taken as received by the Seller and normal procedure for hiring of transport at risk and expense of the Seller will be initiated in case of failure on part of the Seller.
3. Normally 24 hour notice will be given for provision of a vehicle. In cases of urgent military necessity, the transport may be demanded over the telephone. In such cases covering indents will be submitted by the consignee / indenting unit.
4. Seller shall have no objection to the increase/decrease of the demand of vehicle placed by the consignee, provided such changes are made within six hours in advance. However, a demand placed earlier may be cancelled at the last moment even on arrival of the vehicle for duty at reporting point / parking area.
5. Transport indented for by the consignee will be supplied at the time and place given in the order issued by consignee/ authorized representatives. All vehicles will report to nominated reporting place / vehicle parking area as specified by the consignee or their authorized representatives. No vehicle driver will be permitted to leave the vehicle unattended.
6. Seller or accredited agent(s) will initial the Car Diary at the time of commencement of duty and obtain full signature of officer using the vehicles.
7. Time and Kilometer of duty will commence at the parking area / reporting point as specified by consignee. No extra Km / time will be given for vehicle to report from garage or return.
8. On completion of duty, signature of the consignee / his / her representative on the Car Diary and other relevant documents will be obtained.
9. Seller shall undertake to complete the service within the reasonable specified time as required by the consignee and Seller shall employ such transport as will be necessary to complete the service within the specified time.

#### 16. **Vehicle Hiring(MoD)**

##### **Emergencies & Restrictions**

1. In the event of a state of emergency being declared by the President of India in the area where this contract is operational, and the control of civil transport is required to be taken over by the Civil or Military authorities, Seller agree to obtain Buyer's requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the Government, i.e., without altering the original tendered rate for hiring under the contract.
2. After the state of emergency has been declared by the President of India which covers the area in which the contract is held, the Buyer will have the sole discretion to decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to Seller in writing and Seller agrees to accept this decision as fully binding from that date.
3. Seller will be liable to perform the duties detailed by the consignee/ his / her representatives, as and when detailed irrespective of the prevailing conditions in the Station or enroute for example natural calamities like flood, earthquake etc and during strike, civil disturbances / outbreak of hostilities. No additional compensation will be paid for such duties.
4. In the event of a road block, the Seller will provide vehicles through diversions routes at the same rates / terms and conditions.

## 17. Vehicle Hiring(MoD)

### Inspection / Rejection of Vehicles

The vehicles provided under this contract shall be according to qualitative standards as the Buyer shall approve.

1. The consignee or his / her authorized representative(s) or any other officer acting on behalf of the Buyer may, at any time, inspect the CHTs tendered by the Seller under this contract, physically or mechanically and Seller shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such Officer consequent to such inspection.
2. Seller shall neither claim nor be entitled to payment for any damage that rejected transport may suffer or any other harm incidental to a full and proper examination and test of such transport.
3. Any CHTs rejected by any of the authorities on inspection, before or during use of the vehicle, will be replaced by Seller at once. Time spent for replacement will not be calculated for payment.
4. The officer to whom CHT services are to be provided may reject the transport, if in his / her opinion the transport provided does not meet the requisite qualitative standards.
5. Seller shall not charge or be paid for transport rejected as per provisions contained herein, and such transport shall be removed by Seller at his / her own expense.
6. If not replaced within an hour the contract-operating officer concerned may arrange the vehicle from any other source(s) at Seller's risk and expense. Any transport arranged from any source shall be charged at local market rate prevailing at the time.

## 18. Vehicle Hiring(MoD)

### Tax and Duties

Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

## 19. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

**---धन्यवाद/Thank You---**