



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3961658
Dated/दिनांक : 14-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-10-2023 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-10-2023 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	95 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Pharmaceuticals
Organisation Name/संगठन का नाम	National Institute Of Pharmaceutical Education And Research (niper)hajipur
Office Name/कार्यालय का नाम	Bihar
Item Category/मद केटेगरी	Annual Maintenance service-AIR CONDITIONER
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)	5 Lakh (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/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

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. 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 / Public Listed Company. Copies of relevant contracts / orders to be

uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Site Address/ Pre Bid Meeting venue and date:NIPER-Hajipur, Export Promotion Industrial Park (EPIP) Zandaha Road, NH322, Hajipur, Bihar 844102

Specific Scope:[1694691523.pdf](#)

Annual Maintenance Service-AIR CONDITIONER (16)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	LLOYD
Nominal Cooling Capacity in TON	2.0 Ton/6000 kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
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	Karan Kumar	844102,National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	16	N/A

Annual Maintenance Service-AIR CONDITIONER (12)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	LLOYD
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
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	Karan Kumar	844102,National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	12	N/A

Annual Maintenance Service-AIR CONDITIONER (4)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	LLOYD
Nominal Cooling Capacity in TON	1.0 Ton/3000 kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Karan Kumar	844102,National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	4	N/A

Annual Maintenance Service-AIR CONDITIONER (7)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC

Specification	Values
Amc Brand	Voltas
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
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	Karan Kumar	844102,National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	7	N/A

Annual Maintenance Service-AIR CONDITIONER (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	Carrier
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)

Specification	Values
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
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	Karan Kumar	844102,National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	2	N/A

Annual Maintenance Service-AIR CONDITIONER (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	BLUE STAR
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Comprehensive
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	Karan Kumar	844102, National Institute of Pharmaceutical Education and Research (NIPER), Hajipur, EPIP Campus Industrial Area Jandaha Road Hajipur	2	N/A

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

- Bidders are advised to visit the site/office before quoting the rates to acquaint themselves about the condition of Air-conditioners installed in the office building with prior intimation to **Administrative Officer** NIPER Hajipur.
- The material to be used in repairing /maintenance shall be of high quality (genuine spare parts). The authenticity report (OEM/Reputed make) must be submitted for each event of repair/maintenance to certify that the items being used in replacement of faulty one or for repair purpose is of high quality.
- All the faults shall be attended at site of this office within. In case of a major fault and the machine is required to be taken to the company workshop, the company shall provide a replacement unit (for temporary basis) till such time. The items/equipment sent for repairs should be positioned back.
- The Bidder should have the certificate for any of reputed make.**
- The bidder should have a registered office in Bihar.

SCOPE OF WORK

1. AMC of total 43 AC's units having refrigerant Gas (details may be obtained by visiting the site) shall include supply of all material spares, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor /outdoor fan motor, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.
2. The air conditioners that are not serviceable by the agency / beyond economical repair due to obsolescence of technology or non- availability of parts / components / assemblies will be withdrawn from the maintenance contract. The decision of Purchase Section, NIPER Hajipur regarding non-availability and obsolescence of technology will be final. Withdrawal of such air conditioners shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency. Preventive maintenance service would be carried out by the service provider regularly to keep the equipment running in a trouble free condition during the period of contract.
3. A record of preventive maintenance carried out would be maintained by successful bidder and duly certified by the authorized officer. The contractor will maintain history sheet of equipments under maintenance contract with detailed specification.
4. All the faults will be attended at site of this office. In case of a major fault, if the machine (AC) is required to be taken to the company workshop, the company shall provide a replacement unit till the time if required by this office. The same AC sent for repairs should be positioned back.
5. **Following work is included in the Annual Maintenance Contract of air-conditioners:** Besides periodic servicing of the ACs, contract shall include attending the breakdown calls, providing and fixing of any components of the machine (free of cost) viz. starting capacitor, running capacitor, thermostat, over load relay, selector switch, indicator, nuts, bolts, screws, motor capacitor/repair of motor, repair/replacement of blowers motor, brazing of coils if leaking, part wiring or complete wiring of AC (internally), supplying and charging of refrigerant gas, repairing of Stabilizer, repairing of the insulation/pipes of ACs etc. to ensure that ACs function in proper way.
6. Repairing, etc. is to be done immediately if on inspection any defect is found.

The penalty amount per complaint will be as follow **:**

- a. Faults not rectified within 48 hours @ Rs 300/- per day) If, OEM or above specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.

- b. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- c. Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the contractor. Nothing extra will be paid for such work.
- d. The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the concerned sectional in-charge of the department and any expenditure incurred therein for alternative arrangements by sectional in-charge shall be recovered from the contractor.
- e. The penalty amount shall be deducted from contractor's bill.
- f. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be taken by the contractor as buy back after the approval of competent authority.
- g. All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail.
- h. Transportation of faulty Units from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider.

PAYMENT TERMS AND CONDITIONS:

The payment of comprehensive contract will be released as per details below:-

1. 25% payment of contract after completion of every quarter after satisfactory service.
2. No escalation of prices shall be permitted on any ground during the period of contract.
3. Tax will be deducted at source /GST will be deducted as admissible from time to time.
6. Copy of **PAN Card/ Service Tax no./ GST no.** may also be enclosed with the comprehensive rates quoted.
7. Any item under AMC may be withdrawn from the contract at any time during the contract period and proportionate payment may be made for that item.
8. The maintenance work shall normally be done during working hours of the office. However, in case of emergency maintenance may have to be done beyond office hours and even on holidays pri

or arrangement through proper communication should be worked out in all cases by the servicing agencies.

9. Record of previous AMC or service provided.
10. Copy of balance sheet as required for last 03 years.

TOOL AND PLANTS:

1. The required tools and plants for carrying out the work shall all have to be arranged by the Contractor at his cost and no tools will be arranged by this office.
2. The contractor has to arrange necessary insurance coverage to the workmen deployed by him and shall arrange necessary safety measures before starting the work.

Validity of Contract:

The AMC if awarded will be initially for a period of **one year** from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor/successful bidder, the Office of the purchase section, NIPER Hajipur will have the right to terminate the contract forthwith and initiating administrative actions for black listing solely at the discretion of the competent authority.

TAKING OVER FOR AMC CONTRACT

1. The Air-conditioners shall be taken over for AMC contract on “as and where installed” basis.
2. The contractor shall ensure that all Air-conditioners are in proper working conditions at the time of taking over.
3. After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.

Sub-letting of Work

The contractor shall not sublet/transfer or assign the contractor any other part thereof without the written permission of Administrative Officer, NIPER Hajipur. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractor's account at his risk and the contractor shall be liable for any loss or damage, which the NIPER Hajipur may sustain in consequence or arising out of such replacing of the contract.

Right of Acceptance:

The purchase section, NIPER Hajipur reserve all rights to reject any bids including of

those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of NIPER Hajipur in this regard shall be final and binding.

- (i) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's bids.
- (ii) The Competent Authority of NIPER, Hajipur reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- (iii) In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the competent authority of NIPER Hajipur reserves the right to award the contract to the next higher bidder or outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

11. Certificate/document/credential should be attached with bid documents:- (Self attested copy with stamp of company/firm/organization)

- A. GST no.
- B. PAN no. Certificate and payment/clearance details of service tax, Income Tax and any other applicable Tax for last three year issued by the concerned authorities.
- C. Declaration certifying that the company/firm/organization is not blacklisted by any Govt. Organization/Semi govt./PSU and also not involved in any dispute with CBI/Vigilance department.

12. The bidder/bidders will be bound by the details furnished by him/her/them to this office while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

13. In case of disputes, if any, arising under the said process shall be subject to the exclusive jurisdiction of courts at Patna. Any disputes arising after the signing of the agreements shall be resolved in the manner as mentioned in such agreement.

14. This office shall not be responsible for any financial loss or any injury to any of the staff deployed by successful bidder in the course of their performing the functions/duties, or for payment towards any compensation.

3. 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

This Bid is governed by the [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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

