



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5013406 Dated/दिनांक : 05-06-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2024 12:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	17-06-2024 12:30:00	
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 Chemicals And Fertilizers	
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals	
Organisation Name/संगठन का नाम	Central Institute Of Plastics Engineering And Technology (cipet)	
Office Name/कार्यालय का नाम	South	
ltem Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)	
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)	50 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 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 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 *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 Details/बिड विवरण		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders	
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 9850000		
Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation		
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	300000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	2.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

- (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 दस्तावेज़ 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:

Officer P&A

South, Department of Chemicals and Petrochemicals, Central Institute of Plastics Engineering and Technology (CIPET), Ministry of Chemicals and Fertilizers (M Venkata Ramana Murthy)

# Splitting/विभाजन

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

#### MII Compliance/एमआईआई अन्पालन

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 / 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.

- 6. 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.
- 7. 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.
- 8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

**Annual Turnover and Profit Requirement:**Rs.50 Lakhs in any last three financial years 2020-2021, 2021-2022, 2022-23.

Number (up to 100%) of service provided in the past year to government agencies with minimum footfall.:Minimum 2 Numbers of services provided in the past for the Govt Agencies / Institutes is Preferred

Number (Up To 100%) Of contracts executed with business revenue of not less than xxx in A Single Contract To A Government Agency In The Past Three Years: Minimum Rs.50 Lakhs preferred

Minimum Years (Up To 5 Years) Of Experience in Related Field: Min. 2 Yrs of Exp. in catering agency in any educational institutions preferably in Govt Institutes

Geographic Presence In States: Tamil Nadu

**Distribution/ Serving Style:** 1717562699.pdf

Menu Items:1717562908.pdf

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) ( 300 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Diet	Vegetarian , Non-Vegetarian	
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages	
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)	
Electricity Charges	To be provided by Buyer	
Cooking Gas Charges	To be provided by Service Provider	
Water Charges	To be provided by Buyer	
Basic Furniture	To be provided by Buyer	
Canteen's Operational Days in a week	7 days a week	
Cooking Equipments	To be provided by Service Provider	
Essential Crockery	To be provided by Service Provider	
Canteen Staff	To be provided by Service Provider	

Specification	Values	
Distribution/ Serving Style	From multiple points (To room to room)	
Uniform for Canteen Staff To be provided by Service Provider		
Display Shelf	Not Required	
Smart Vending Machines	Not Required	
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
Canteen Start Time	6:00	
Canteen End Time	21:00	

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
1	M Venkata Ramana Murthy	625110,CIPET: Centre for Skilling and Technical Support (CSTS) Near Samathuvapuram, Thiruvathavur, Madurai - 625110.	300	<ul> <li>Total Canteen Space (In Sqft): 5000</li> <li>Monthly License Fee: 0</li> <li>Duration in Months : 12</li> <li>Working Days in a Month: 31</li> </ul>

# 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. Purchase Preference (State)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the

reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

#### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **Eligibility Criteria**

- i) Eligibility Criteria: The intending bidder should submit the copies of requisite documents and satisfy the f ollowing Criteria:-
- 1. Valid MSME Certificate (if Applicable)
- 2. Copy of PAN
- 3. Copy of Valid GST registration Certificate.
- 4. Copy of Valid FSSAI License certificate to be uploaded.
- 5. Geographic Presence In States: Tamil Nadu (An office of the bidder must be located in the state of consi gnee. Documentary evidence (i.e. MSME Certificate / GST Certificate / Any Other State Govt Issued Valid I D ) to be submitted along with the bid.

NOTE: Non-submission/ not uploading of any document as mentioned above in Gem portal in the prequalification criteria will lead to rejection of their bid.

#### **TERM & CONDITIONS FOR CATERING SERVICES**

- 1. The rate quote includes cost of provisions, cost of vegetable, cost of gas refilling, salaries to mess worke rs and maintenance.
- 2. The contract will come into force from 01.07.2024.
- 3. Water, Electricity, Lighting will be provided by CIPET.
- 4. Minimum no. of days to avail mess out is 2 (Two) days and the students can avail mess out of 10 times p er semester.
- 5. Necessary entries shall be made in the mess card/register for billing purpose by contractor.
- 6. No advance payment will be paid for running the mess.
- 7. Contractor has to submit the bills in the first week and payment will be processed in 15 days from the d ate of submission of bills after deducting of TDS as applicable.
- 8. Contractor shall keep the entire infrastructure in good conditions & shall be returned intact at the time of termination of contract of the hostel.
- 9. Food will be served at five different places as detailed below:
- a) CIPET:CSTS, Thiruvathavur, Madurai-625110
- 1.Boys Hostel (old) Dining & Kitchen (30-100 Nos) for Students
- 2.Boys Hostel (new) Dining (30-150 Nos) for Students
- 3. Girls Hostel III Dining (10-60 Nos) for Students
- 4.Staff Canteen -IV Canteen Dining & Kitchen (25-60 Nos)

CIPET Madurai is in the process of making arrangements to serve food to students (Boys) at Newly constru

cted Boys Hostel which will be ready by June 2024.

- b) Product Testing Lab, K Pudur, SIDCO, Industrial Estate, Near Post Office, Madurai-625007
- 1. Testing Lab (Lunch Only) Staffs (5-15 Nos) & for Students (20 70 Nos)· Distance between the places are shown in drawing ( Annexure VII enclosed)
  - 1. There can be a little variation in menu for the food to be supplied at PTL, K Pudur Madurai, as agree d mutually between CIPET and Bidder within the same quoted Price.

2.

- 3. The food can also served in Tiffin carrier to the staff at PTL, K.Pudur, Madurai.
- 10. No Extra cost/arrangement will be provided by CIPET for serving food at different places towards trans portation charges, manpower and utensils in this regard, (Detailed drawing attached)
- 11. The contract may be terminated in 30 days notice in advance by both the parties.
- 12. Contractor shall have to provide sufficient manpower to supply food. He/ She shall make all such arran gement to run the mess in smooth condition and the Contractor has to arrange Housekeeping and clearing personnel in Kitchen and Dining Hall and washing of Plates/ Glass.
- 13. A Mess Managing Committee under supervision of CIPET management will monitor the mess, quality of food etc. & suggestions for improvement, if any.
- 14. Contractor shall not entertain outsiders other than mess staff inside the catering area premises. He / S he shall not use the premises / infrastructure for any other commercial activities.
- 15. Contractor shall ensure use of material of reputed brand for food.
- 16. In case of any deviation in the menu quoted, money shall be deducted proportionality from the bill clai med.
- 17. Approved timings & Menu for serving food should be strictly followed.
- 18. The Contractor should ensure availability of stocks of Extra items as provided at all times & the charge s may be fixed between CIPET and the Contractor as agreed mutually time to time with reference to MRP.
- 19. Continuation of contract is subject to adherence of quality, rate, timing and feedback from students & Staffs.
- 20. The contractor shall not increase the quoted rate within the contract period.
- 21. Any major repairs in civil infrastructure shall be brought to the notice of concerned authorities for nece ssary action.
- 22. Hygienic, fresh food and the items prepared as per the menu list (enclosed) shall be served at all time.
- 23. Prior approval of CIPET Management and canteen Committee have to be obtained for any change in m enu. All the items shall be prepared in-house.
- 24. If any drastic reduction in the prices of material, revision on the rate may be considered.
- 25. The contractor should not involve with students activities at the Hostel/ Institute.
- 26. The contractor shall deposit a sum of Rs.3,00,000/- with the institute as security deposit in the form of Demand Draft / NEFT / FDR. The security deposit shall be returned to the contractor within 60 days from the date of end of the contract on settlement of all issues within CIPET, subject to deduction or forfeiture on account of institute dues/employee dues/return of utensils/losses/thefts/damages, etc. The deposit will be on no interest so long as it is retained by CIPET.
- 27. The liability for compensation for cooks, helpers, suppliers shall be that of contractor and the contractor is held responsible.
- 28. In case of any poison in food or any loss to the student life due to food poison, the contractor will be at the sole responsibility and loss has to be made good by them, unless otherwise proved that it was not their liability.
- 29. The contractor shall supervise the cooking and helping personnel adequately and ensure good hygieni c food is served to the students.

- 30. The institute may extend the contract period based on performance with a written consent of the contract every year upto maximum Three year.
- 31. With regard to the interpretation of the terms & conditions of this contract or any other disputes the de cision of the Director & Head / Centre Head. CIPET Madurai shall be final.
- 32. Madurai is the jurisdiction for settlement of all legal disputes.
- 33. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 34. The term "Force Majeure" as employed herein shall mean acts of god, war, revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies, Pandemic, Epidemic, Qua rantine Measures, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely CIPET and the CONTRACTOR. Upon the oc currence of such cause and upon its termination, the party alleging that it has been rendered unable as af oresaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Maje ure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively.
- 35. If deliveries are suspended by Force Majeure conditions lasting for more than 1 (one) month, CIPET sha II have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his p art. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- 36. If because of any strike or lockout either in CIPET CSTS Madurai or in the Local area, the Successful ve ndor is unable to function or his business is affected, CIPET CSTS Madurai shall not be liable for any loss, w hich the Successful vendor may suffer in such an event.
- 37. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the p eriod of force majeure, no amount shall be payable to the Contractor.
- 38. The Contractor possessing food license issued by the Competent authority will be given preference. In case if a contractor is finalized without possessing the license at the time of agreement, will be asked to a cquire the license after commencement of contract. and he / she should submit the copy of Licence within 90 days from the date of award of contract.
- 39. The Contractor shall be responsible for the deposit of his employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rul e. The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any
- 40. The Institute in any situation will not be under any obligation to pay compensation or make the payme nt for which services are not rendered
- 41. In case of breach of any substantial terms and condition of the contract, the Performance Security Dep osit of the Contractor will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Contractor.
- 42. The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and GST (if applicable) dues of the previous month for claiming subsequent month's payment.
- 43. The Contractor is required to employ a Mess Manager to liaise between the students and the Hostel an d Institute Authorities and an adequate number of mess workers/attendants for effective functioning and a rrangement of the mess.
- 44. Safety measures are to be provided by the Contractor themselves. He should install fire extinguisher e tc. at appropriate places to prevent fire hazard.
- 45. The Contractor will ensure and comply with the provisions of various municipal and other Rules/Regulations/Laws of the Government in respect of wages and other benefits to their employees.
- 46. The Institute shall not be the party in case any dispute takes place between the Contractor and their employees for what so ever reasons.
- 47. Contractor shall issue invoice only after approval of attendance from the mess management committe e/ CIPET administration

48. The caterer shall, at his own cost, maintain adequate stock of food grain, grocery, and adhere to the st andards of the Institute. The caterer shall be responsible for proper hygienic storage of all raw materials. The institute shall not be responsible for any losses arising out to maintain stock.

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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.

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---