

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	100 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Employees State Insurance Corporation
Organisation Name/संगठन का नाम	Employees State Insurance Corporation
Office Name/कार्यालय का नाम	West
Item Category/मद केटेगरी	Healthcare Kitchen and Dietary Service - General Ward; Diet; Full Regular Diet; Morning Tea + Snacks, Breakfast, Lunch, Evening Tea + Snacks, Dinner
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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

[Signature]

[Signature]
(ROHAN A/c)

[Signature]
(Dr Vinay Kumar BH)

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
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). 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 :

Medical Superintendent
ESIC Hospital, behind circuit house, Tarabai Park, Kolhapur - 416003
(Esic Account No.1)

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. 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Menu and Specifications for Different Diets and Feeds:[1718340850.pdf](#)

Healthcare Kitchen And Dietary Service - General Ward; Diet; Full Regular Diet; Morning Tea + Snacks, Breakfast, Lunch, Evening Tea + Snacks, Dinner (30)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Ward	General Ward
Type of Food	Diet

Specification	Values
Diets & Feeds	Full Regular Diet
Meal Inclusions per diet per day	Morning Tea + Snacks , Breakfast , Lunch , Evening Tea + Snacks , Dinner
Electricity charges	To be paid by Service Provider
Cooking gas charges	To be paid by Service Provider
Water charges	To be paid by Service Provider
Cooking equipment	To be provided by Service Provider
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	Estimated number of patients per day	Additional Requirement/अतिरिक्त आवश्यकता
1	RAMASHISH KUMAR	416003,E.S.I.C Hospital,Kolhapur, Behind Circuit House, Tarabai Park, Kolhapur, Maharashtra	30	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. 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. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. 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.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS OF TENDERS

Bid Terms and Conditions.

Period of Contract: -The Contract shall initially be for a period of Two Years. The rates quoted by the bidder shall remain unchanged during the period of contract. ESIC, however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one-month notice.

Estimated value of Contract: As per GeM.

Last date of submission: Last Date of uploading of Bid is stipulated on GEM Portal.

Date of opening of Bids: Technical bid will be opened on stipulated date and time on GEM Portal.

Eligibility Criteria_:

- (I) The bidder should have completed the following work in the last 2 years:
- (II) One similar work not less than 05 Lakhs in a govt. agency or Organization.
- (III) Two Years of Experience required in related field.
- (IV) The bidder must be registered with all labour laws e.g. ESIC, EPFO, Minimum Payment of Wages etc., if applicable and all taxation law e.g. GST etc.
- (V) The bidder must have a PAN number.



- (VI) Annual turnover of the Agency during any of three financial years **(2020-21, 2021-22 & 2022-23)** should be at least 05 Lakhs. For this the bidders have to submit copy of the balance sheet P&L account and Income tax return certificate: ---.
- (VII) Documents to be uploaded: Bidder firms which fulfill the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids maybe rejected.
- (VIII) Copy of Accounts Statement of annual turnover for last two financial years **(2020-21, 2021-22 & 2022-23)**
- (IX) Registration / Incorporation Certificate of firm.
- (X) Proof of registration with Labour law (e.g. EPFO, ESIC, Minimum Payment of Wages etc.) if applicable and all taxation law e.g. GST etc.
- (XI) Copies of satisfactory work completion report in support of eligibility conditions number 1 and 4 above. Satisfactory Work Completion reports shall be considered for determining the work experience of the bidder.
- (XII) Copy of PAN No.
- (XIII) Declaration as per format at Annexure I.
- (XIV) Scanned Bid Document containing all terms and conditions of the bid duly Signed and Stamped by the Authorized Person.

Evaluation of technical and financial bid.

- a. The Bidders are required to upload Technical bid as per Bid Specification uploaded on GEM Portal.
- b. Each and every page of attached document should be signed and stamped by the bidder or its authorized representative.
- c. The competent authority of ESIC Hospital, Kolhapur reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
- d. Incomplete or conditional bid in any form will be rejected.
- e. contract shall be executed into with the successful Bidder. In this contract, the successful Bidder shall be defined as Contractor.

Performance Security Deposit: The successful Bidder will have to deposit the Performance Security Deposit of 3 % of Bid Value and execute the contract within one month from the date of award of contract. No interest will be paid for P BG.

General Terms and Conditions:-

- a. The tenderer will be responsible for supply of all such items/ equipment's used in Catering Services.
- b. Employment of child labour is at all not permissible and will lead to termination of the contract.
- c. The Contractor at all times should indemnify ESIC against all claims, damages or compensation under the provisions of **Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability, Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961, ESI Act, 1947; EPFO Act, 1952** or any modification thereof or any other law relating thereto and rules made hereunder from time to time. ESIC will not own any responsibility in this regard.
- d. In case of breach of any terms and, conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by ESIC besides annulment of the contract.
- e. The Contractor shall pay Wages as per **Minimum** wages act, EPF, ESI contribution (if applicable) contribution to the employees engaged by them at ESIC premises. Contractor shall employ adult and trained labour only.
- f. The Contractor shall ensure timely payment of all statutory dues like ESI, EPF (if applicable), GST and other tax etc. and ensure compliance of payment of Wages Act, Minimum Wages Act etc.
- g. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor must also ensure that they are of decent character, sound physical & mental health and possess general abilities to carry out the required works and are also able to read instructions.
- h. The Contractor shall keep the Complaint Book with them to record complaints and this book shall be open for inspection by the persons duly authorized by the Medical Superintendent. The Contractor should make reasonable efforts to resolve the complaints recorded in the complaint register to the satisfaction of this organization.
- i. The contractor should submit the bill after the month's end.
- j. The contractor should use AGMARK/FPO/FSSAI or such standard quality of food articles approved by relevant regulatory authorities. Certificate in this regard should be displayed prominently in the premises.
- k. The Contractor shall provide photo-identity cards and uniforms to the workers and it should be ensured that all the workers bear proper uniform and displays identity card throughout the working hours. The uniform shall be as approved by ESIC, also Hand gloves, Mask & Caps has to be provided by contractor themselves.



- l. Any misconduct/ misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Medical Superintendent, ESIC Hospital, Kolhapur.
- m. The instructions issued by the contractor's side, they have to follow all instructions and orders given by General Branch/Medical Superintendent.
- n. A surprise inspection for Quality and Quantity of food can be done by the by General Branch/Medical Superintendent or any authorize person.
- o. The persons deployed by the tenderer should be properly trained, have requisite experience and skills for carrying out a wide variety of Catering Service work using appropriate materials and tools and equipment.
- p. The contractor shall strictly observe and adhere the following that their deployed Catering Service personals Are always smartly turned out and vigilant.
 - (I) Take charges of their duties properly and thoroughly.
 - (II) Perform their duties with honesty and sincerity.
 - (III) Extend respect to all Officers and Staff of the office.
 - (IV) Will immediately report to the Competent Authority of any untoward incident/ misconduct or misbehavior.
 - (V) It is the sole responsibility of the deployed Catering Service personnel to execute the assigned work perfectly and neatly. If any damages are caused to ESIC's assets while discharging the duty, suitable amount will be recovered / deducted from the Performance Security deposit and/or from him.
 - (VI) The contractor shall not employ any person of age below 18 years and above the age of 60 years.
 - (VII) The contractor must ensure that employee suffering from any active infectious illness should abstain from duty.
 - (VIII) Food poisoning, disease caused by unhygienic food would be whole responsibility of contractor. Penalty or compensation for the same shall be borne by Contractor/Supplier.**
 - (IX) The Contractor should supply only freshly food items. At any time, stale or bad food should not at all be distributed for consumption and if found such case, legal action will be taken.**
 - (X) Preemployment medical screening for infectious diseases shall be done by employer, such as chest Xray and relevant blood and other investigations required for food handlers by the own cost of employer.**

q. **Risk Clauses: -**

- i. The tenderer shall at all times has standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement.
- ii. ESIC Hospital, Kolhapur reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of Contractor and excess expenditure incurred during the notice period on account of this will be recovered by ESIC from the Contractor's Security Deposit or by raising a separate claim.
- iii. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the ESIC.
- iv. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC and shall not lend to any person or company any of the effects or assets of the ESIC under its control. In the event of loss/damage of equipment etc. at the premises of the ESIC due to negligence / carelessness of Contractor staff, then the Contractor shall compensate the loss to ESIC.
- v. The Contractor will also maintain a suggestion book for comments on the services rendered by it
- vi. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building **and the persons working in or visiting the ESIC's premises and shall** indemnify ESIC for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- vii. The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the ESIC.

r. Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and Negotiations, if such disputes and differences cannot be settled and resolve by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Medical Superintendent, ESIC Hospital, Kolhapur whose decision shall be final and binding on both the parties. All the disputes relating to the tender shall be subjected only to the territorial jurisdiction of Kolhapur.

s. Termination clause: - During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the security deposit (3% Value of the contract) deposited with ESIC or part there shall be forfeited in favour of ESIC and agreement will be terminated after giving one-month notice. However, if any serious conduct or breach of contract terms and conditions violated or



any sexual harassment found the competent authority has sole power to halt the Catering service with immediate effect.

- t. Preparation of Meals:** Vegetarian and non-vegetarian cooking shall be done separately.

u. Timing of Services:

A. Morning Tea & Breakfast timing : 8.00 AM to 09:00 AM

B. Lunch timings : 12.00 Noon to 02:00 PM

C. Evening Tea : 04:00PM to 05:00 PM

D. Dinner timings : 07:00 PM to 09:00 PM

- v. **Menu:** - Bidder should quote the rate per day per patient with detail mentioned accordingly at point no. u (A, B, C&D).
- w. Further addition if any, will be subject to the decision by the Competent Authority at prevailing market rates above the base rate per plate.
- x. If agency wants to terminate the contract, they want to terminate the contract, they have to give 2 months prior notice.
- y. The rates quoted will remain fixed till the tenure of the contract.

Check list of documents (signed stamped and scanned copies)



Sl.	Document	Yes/No
1.	Bid document signed and stamped	
2.	Accounts statement (2020-21, 2021-22 & 2022-23)	
3.	Registration/Incorporation certificate	
4.	GST registration	
5.	ESIC Registration, if applicable	
6.	EPFO Registration, if applicable	
7.	Work Experience/Satisfactory Completion Certificate copies	
8.	PAN Number	
9.	Annexure- I	
10.	Annexure- II	
11.	Annexure-III	
12.	Annexure- IV	

Date:

MENU

Category	Hospital Name	Diet Schedule provide to all hospital under respective districts		Rate
Diet Services	ESIC Hospital Kolhapur	A.Morning Tea 08:00 AM to 09:00 AM & C . Evening Tea 4:00 PM to 05:00 PM	One cup (150 ml) Sugar - 12.5 gm. , Tea powder - 2.5 gm., Milk - 25 ml.	To be quoted Inclusive GST applicable, per day per patient.
		A.Breakfast 08:00 AM to 09:00 AM	Milk - 150 ml	
			Bread - 75 gm (4 Slices)	
			Usal/Pohe/Upma One plate- 100 gm	
		(Meals) B. Lunch from 12:00 PM to 02:00 PM & D. Dinner from 7:00 PM to 09:00 PM	Rice - One Wati (50 Gm)	
			Dal - One Wati (35 Gm)	
			Chapati - 2 (100 gm flour)/ Bhakari (Jowar/ Bajari)	
			Bhaji - 125 gm (Leafy and other vegetables 125 gm)	

Chicken eggs are to be provided for specific patients on demand by the doctor, at the fixed rate of ₹10 per egg which shall be paid separately in monthly bill.

Disclaimer/अस्वीकरण

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

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

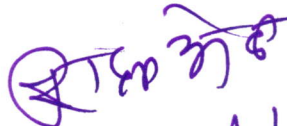
Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within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



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

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

---Thank You/धन्यवाद---


ROHAN A. L.