



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3251566  
Dated/दिनांक : 13-03-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-03-2023 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-03-2023 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Direct Taxes (cbdt)
Office Name/कार्यालय का नाम	New Delhi
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2600 Km x 360 hours; Local 24*7
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	600 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	63000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1890000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :**

INCOME TAX OFFICER  
New Delhi, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance  
(Santosh Kumar Gupta)

**Splitting/विभाजन**

Bid splitting not applied.

**MII Compliance**

MII Compliance	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (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.
3. 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.
4. 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.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **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):30**

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

**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:70**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:70**

**Geographic Presence in States:DELHI-NCR**

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::**Per km rate will be calculated on pro-rata basis and such payment shall be paid only in case all 105 hired vehicles have completed their monthly run. If total kms run by any vehicle in a month is in excess of the contracted limit i.e 2600 km, then the kms over and above the limit for any such vehicle for the given month shall be adjusted against the kms of those vehicles which have not exhausted the contract limit for any given month. No extra payments shall be made.

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package**Per hour rate for extra usage will be calculated on pro-rata basis.

Scope of Work:[1678457587.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2600 Km X 360 Hours; Local 24\*7 ( 105 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna , Volkswagen Vento , Toyota Corolla , Skoda Rapid
Usage Variant	2600 Km x 360 hours
Type of Service	Local 24*7
Year of Vehicle Model	2020 , 2021 , 2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Any
<b>Addon(s)</b>	
Outstation night charges applicable	No

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicle(s)	Additional Requirement
1	Kavinder Singh Negi	110002,353A, C. R. Building, I.P.Estate, New Delhi	105	<ul style="list-style-type: none"><li>Duration in Months : 12</li></ul>

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Forms of EMD and PBG**

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

DCIT HQRS FINANCE  
payable at  
NEW DELHI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 4. **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.

## 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. **Service & Support**

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

## 7. **Service & Support**

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

## 8. **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. 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.

## 9. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DCIT HQRS FINANCE  
payable at  
NEW DELHI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

DCIT HQRS FINANCE

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 12. **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.

#### 13. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

#### 14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **Additional Terms & Conditions for Hiring of Vehicles for O/o Pr.CCIT,Delhi**

Following are the Additional Terms & Conditions which should strictly be adhered to by the bidders while submitting the Bids and executing the contract:-

1. The model of the vehicles viz. Maruti Suzuki Ciaz, Honda City, Hyundai Verna, Volkswagen Vento, Toyota Corolla, Skoda Rapid; must be clearly specified while submitting their list. Any car of a make and model prior to 01.01.2020 will not be accepted even after awarding of contract. Vehicles must not have done over 5 0000 Km as on the date of award of contract.
2. L-1 bidder will be decided on-the-basis of the Single Price quoted in his Financial Bid and will be bound to execute the bid completely by way of providing all 105 Vehicles.

3. The O/o Pr.CCIT,Delhi may independently verify the credentials of the vendors. In case of finding any unsatisfactory feedback or adverse reports, they may be disqualified from opening of their Financial Bid.
4. The vehicle shall remain at the disposal of the Income Tax Department throughout the contract period and at all times. Dedicated vehicles and drivers shall not be changed without prior approval of hiring authority. The vehicle shall be parked either in the office of the officer of the Department to whom the vehicle is assigned to by the hiring authority, or at a place opted by the hiring authority/allottee officer.
5. Contract charges include monthly charges of driver, repairs and maintenance of vehicle, insurance, fuel and any other incidental expenses including penalty, fine, taxes etc.
6. In case of any accident, all the claims arising out of it shall be borne by the Contractor.
7. If a vehicle is out of order, the Contractor shall provide a substitute vehicle immediately. In case a vehicle does not report on time/does not report at all, the Department would have the right to hire a vehicle from the market and the additional cost incurred on the same will be deducted from the subsequent bill raised by the vendor.
8. The successful bidder shall adhere to the extant information security guidelines of the department.
9. All vehicles provided by the vendor must have valid permit to run in Delhi-NCR.
10. The vehicle must be kept neat & clean and in perfect running condition at all times. They should be provided with air conditioners, heaters, decent seat covers and air-purifier.

#### **DRIVERS' CREDENTIALS**

11. The drivers deployed by the vendor should have a valid driving license with a minimum experience of three year of driving, including two year of driving in the state of Delhi/NCR.
12. The necessary police verification of the drivers shall be got done by the vendors at its cost and be submitted to the Department along with relevant ID and address proof.
13. Prior to execution of the contract, the contractor shall be required to submit copies of the Registration Certificates & Comprehensive Insurance Policies of the vehicles being offered for hire and two photographs of driver thereof.
14. The vendor shall be responsible for the compliance of all statutory provisions pertaining to payment of minimum wages in respect of the drivers deployed by it. Further, the vendor shall also be fully responsible for payment of wages and other dues and compliance of all the labor laws, welfare schemes (EPF, ESI) applicable to the drivers deployed by them in the department. Disputes, if any, arisen in this regard would be handled by the vendor.
15. The Drivers shall observe all the etiquettes and protocol while performing the duty and shall carry a mobile phone in working condition, for which, no separate payment shall be made by the Department.

#### **Financial Terms & Conditions**

16. Scanned copy of demand draft of **Rs. 18,90,000/-**, wherever applicable, will have to be uploaded by the Vendor against the (EMD). The original draft must be submitted before opening of Financial Bid, failing which the Financial Bid will not be opened. **The Demand draft to be drawn in favor of DCIT,HQRS(FINANCE), New Delhi”, payable at New Delhi.** This amount will be refundable to the unsuccessful bidders. In case of award of contract, the Earnest Money will remain deposited with the Income Tax Department t

ill the submission of the Performance Bank Guarantee (PBG) and no interest will be payable on this deposit . Exemption from submitting EMD would be extended to MSME as per Rule 170 of GFR 2017.

17. If it is found any time during the bidding process that any false information has been furnished by the bidder in the Tender Documents or any attempt is made to scuttle this Tendering process in any manner, the EMD would be forfeited.

18. The successful bidder shall submit Performance Bank Guarantee of an amount of 3% of contract value issued by a commercial bank, seven days before the commencement of the contract. This performance Bank Guarantee (PBG) should be valid for 60 days beyond the date of completion of all contractual obligations. On receipt of PBG, EMD of the successful bidder shall be returned.

19. In the event of the vendor being unable to service the contract for whatever reason, PBG would be invoked and the proceeds of the PBG shall be payable to the O/o Pr.CCIT, Delhi as compensation for any loss resulting from the vendor's failure to perform/comply with its obligations under the contract.

#### **IMPORTANT POINT REGARDING PRICE QUOTES**

20. Existence of a valid consideration is essential for a lawful contract and also consideration is strong indicator of capability of vendor to adhere to the terms & conditions of the contract. In case there is nil or negligible consideration from the vendor for operating these vehicles, the department reserves the right of suo-moto rejection of the bid.

#### **PAYMENT TERMS**

21. The vendor will submit the bills, duly verified by the concerned officers by 5th of the following month. The bills shall be accompanied by a proforma certifying the adherence to terms of services by the vendor. This proforma shall be signed by the officer/official, controlling the movement of the vehicle. The bills shall be paid only upon certification of satisfactory services by the controlling officer/official.

22. The approximate time of processing of bills and realization of payment would be 15 days from the receipt of duly verified bills. The vendor should have the capacity to reconcile with this time lag.

23. The vendor would be liable to make payment to the drivers by the 7th of the month, without fail and without waiting for the clearance of bills submitted by him.

#### **CANCELLATION OF CONTRACT**

24. The contract between the O/o Pr.CCIT,Delhi and the vendor can be cancelled anytime with a prior notice of 30 days by the O/o Pr.CCIT,Delhi without assigning any reason.

25. A penalty of Rs. 2,000/- per day per vehicle may be levied if any vehicle fails to meet the terms & conditions prescribed herein on any day. However, in case of frequent violation of the terms & conditions, the contract can be cancelled forthwith without any notice.

26. The O/o Pr.CCIT, Delhi reserves the right to accept or reject any or all bids without assigning any reasons,

#### **PERIOD OF CONTRACT**

27. This contract will remain in effect for period upto 31 March 2024.

#### **VALIDITY OF THE BID**



28. The bids would be valid for a period of 60 days from the date of submission of bids.

29. The decision of Tender Committee/Technical Evaluation Committee shall be final with regard to technical bids.

30. In case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, the O/o Pr.CCIT,Delhi or contractor will give notice to other party at the earliest of the occurrence of such incident that on account of the above event, the notifying party has delayed the performance as it was beyond its reasonable control and it was not due to negligence or default on its part. The parties will be relieved of their respective obligations to perform, hereunder, for so long, as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure as established as provided herein above.

31. In the event of any question, disputes or differences arising between the parties relating to the interpretation and application of the provisions of this agreement, such dispute or differences shall be resolved amicably by mutual consultations; and in case of failure, shall be referred for arbitration to the nominee of O/o Pr.CCIT,Delhi . The decision of the arbitration to the agreement in this regard shall be final and binding upon both parties. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the office of the O/o Pr.CCIT,Delhi. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by O/o Pr.CCIT,Delhi and he/she shall perform his/her obligation under this agreement during arbitration proceedings. The venue for arbitration will be New Delhi.

#### **FUNCTIONING OF CONTRACT**

32. The vendor will provide the details of two persons who will be responsible for smooth functioning of the contract. They will be co-coordinating with the officials of the Dept. on day-to-day basis as and when required.

33. These persons must be equipped with smart phones in working condition and will respond to the officials of the Dept. on priority basis.

**\* Proforma of the technical bid and the related annexures are uploaded in pdf form in the space provided for uploading the scope of work under the head -additional qualification/data required. All the details of the technical bid will be submitted as per the annexures attached in the scope of work.**

#### **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---**