

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nripendranath.mondal@dvc.gov.in Buyer Email id: bitan.biswas@dvc.gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - AMC for SAS Sub Station Automation System for 220/132/33KV Ramgarh Substation under GOMD VII DVC Ramgarh for period of 730 days
समान श्रेणी/Similar Category	Repair, Maintenance and Installation of Plant/ Systems/Equipments
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No

बिड विवरण/Bid Details	
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4078481.2
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Single Tender

Single Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	GE VERNOVA T&D INDIA LIMITED

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [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.

2. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ - [1788346760.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1788346872.pdf](#)

Payment Terms:[1788346879.pdf](#)

GEM Availability Report (GAR):[1788347357.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1788347362.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1788347411.pdf](#)

Custom Bid For Services - AMC For SAS Sub Station Automation System For

220/132/33KV Ramgarh Substation Under GOMD VII DVC Ramgarh For Period Of 730 Days (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC for SAS Sub Station Automation System for 220/132/33KV Ramgarh Substation under GOMD VII DVC Ramgarh for period of 730 days
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Abhik Raj	829122,Office of the SE, GOMD-VII, Damodar Valley Corporation, P.O- NAI Sarai, Ramgarh, Hazaribag	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

This bid is reserved only for the following bidder: -

**GE VERNOVA T&D INDIA LIMITED
A-18, First Floor, FIEE Complex,
Okhla Industrial Area, Phase II, New Delhi,
New Delhi, DELHI-110020**

Description of Services:

AMC for SAS Sub Station Automation System for 220/132/33KV Ramgarh Substation under GOMD VII DVC Ramgarh for period of 730 days.

Buyer Added Bid Specific Terms and Conditions

- i) **SCOPE of WORK:** As attached under “SCOPE OF WORK” in the GEM bid document (Also available under Buyer Uploaded ATC document)

- ii) **The price quoted by the bidder with respect to estimated amount in % term will be applicable to each item/task of the price schedule or BOQ (attached with Bid document). Accordingly, price breakup will be prepared, and bidder will be able to generate invoice on the rate finalized. Payment will be done on the basis of actual executed work as mentioned in BoQ. The BOQ of offered price is to be submitted by the successful bidder along with opening of the bid. The final price schedule of the offered price signed by DVC will form part of the GEM contract.**

- iii) **TAXES, LEVIES AND DUTIES shall be as below:**
 - (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
 - (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty, cess, fees etc.** GST will be applicable as per Govt. of INDIA Guidelines
 - (c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.
- iv) **MODE OF DESPATCH & PLACE OF DESPATCH / PREMISES AREA FOR SERVICES**
As per “Scope of Work” in the GeM bid document.

- v) **CONTRACT PERIOD: 730 days from the date of commencement of work.**

- vi) **PAYMENT TERMS:** As per “Payment terms” of the GEM bid document.

- vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:** For procurement/services up to Rs. 1 Cr, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills, and it will be released after Performance Guarantee period.
- viii) **AGREEMENT CLAUSE:**
 Contract agreement shall be executed after receipt and verification of the requisite performance security. The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

 Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in Non-judicial stamp paper for signature, incorporating all agreements between the parties for execution. The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order.

 Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.
- ix) **L.D CLAUSE:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value. Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).
- x) **RISK AND PURCHASE CLAUSE:** As per GCC (enclosed in the GEM bid document).
- xi) **Safety MOU:** Before commencement of work (erection & commissioning part) the agency has to sign SAFETY MOU with HOD, Safety Department, DVC, Maithon and must comply all points as per MOU.
- xii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:** Defect Liability Period will be six (06) months from the date of completion of work.
- xiii) **To and Fro Travel charges:** To and fro fare in connection to onward and return journey (from Base station/ any site within India to RAMGARH-DVC, JHARKHAND & return to the Base Station/ Site within India) in Air (Economy Class)/ Train (1AC)/ Taxi shall be reimbursed at actuals on production of documentary evidence with a maximum ceiling of Rs. 35,000/- per visit.
- xiv) **Execution Time and Travel:** Calculation of working days shall be made based on the actual days executed during visit and travel time. The number of days calculated for travel time consists to and fro journey (from Base station/ any site within India to DVC RAMGARH, JHARKHAND & return to the Base Station/ Site within India) and will be limited to two (02) days.
- xv) **Boarding & Lodging and Local Transportation:** Lodging and local conveyance will be not provided to Service Engineer by DVC. The vendor will have to do necessary arrangement for

or Service Engineer. The expenses incurred for the same shall be reimbursed at actuals on production of documentary evidence with ceiling of Rs. 5000/- per day.

xvi) **Tools and Manpower:** All necessary tools, testing equipments and manpower assistance as required for smooth execution of the work will be provided by DVC.

xvii) **Safety:** M/s GE T&D India Limited shall adopt all safety arrangement during execution of work. However necessary power blocking will be ensured (through PWC) by DVC on request made by the Engineer for successful completion of the job. In the event of any accident to him during execution of the job leading injury or even death, the vendor shall remain solely responsible & paying compensation to his personnel. DVC will not bear any responsibility in this regard

xviii) **SUB-LETTING & ASSIGNMENT: NA**

xix) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

-CONSIGNEE As per GEM.

-ENGINEER-IN- CHARGE: Sr. Manager (Elec.), GOMD-VII, DVC, Ramgarh

xx) **PAYING AUTHORITY:**

Sr. Manager (Finance), Shared Support Services MTPS Accounts, MTPS, DVC Jharkhand GST No: 20AABCD0541M1Z5

Bill / Invoice to be submitted by the supplier/Service provider to CONSIGNEE/ ENGINEER-IN- CHARGE along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

xxi) **PENALTY CLAUSE:**

As per GCC (also uploaded under Buyer Uploaded ATC document).

xxii) **Price Break UP: Price break-up submitted by L-1 bidder shall be part of the contract.**

xxiii) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/Detailled> guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT. (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

xxiv) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

xxv) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxvi) **Bidders are requested to go through Bid document comprising following documents before submission of offers in GeM Portal.**

- a) **GeM's Bid Document.**
- b) **Buyer Added Bid Specific Terms and Conditions.**
- c) **Buyer Added Bid Specific ATC.**
 - 1. **Vol-I:** Invitation for Bids (IFB),
 - 2. **Vol-II:** Instructions to Bidders (ITB)
 - 3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy
 - 4. **Vol-IV:** Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions & etc.
 - 5. **Vol-V:** Bid Forms and Procedures (BFP)
- d) **GeM's General Terms and Conditions.**

NOTE:

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) , Vol-IV: Scope of Work, SCC, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. **(copy of GCC attached in Buyer Added Bid Specific SLA below-click on the link to download the file)**
2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xxvii) **Scope of Work is attached above** in "Vol-IV of Buyer Uploaded ATC Document".

xxviii) **Submission of Documents:** List of documents to be submitted is given at Page no. 04 to 07 of "Vol-I" Invitation for Bids (IFB)- Qualifying Requirement related, Page no. 13 & 15 of "Vol-II" Instructions to Bidders (ITB)" & As per formats given in "Vol-V: Bid Forms and Procedures (BFP)" of Buyer Added Bid Specific ATC" Document.

Please click on the below given link to open "Buyer Added Bid Specific ATC" Document.

3. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service

Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

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

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

---धन्यवाद/Thank You---