बिड संख्या/Bid Number: GEM/2026/B/8096995

दिनांक /Dated: 29-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-11-2026 17:00:00
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	Bhakra Beas Managemet Board
संगठन का नाम/Organisation Name	Bhakra Beas Management Board
कार्यालय का नाम/Office Name	Bhakra Beas Management Board, Chandigarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :bbmb-gempu@bbmb.nic.in Buyer Email id: ddpppc@bbmb.nic.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	1 NO. transformer oil filtration & De-Hydration cum hot oil circulation plant for Dehar PH BBMB
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Transformer Oil Filtration Plant having 6000 LPH Capacity
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Transformer Oil filtration plants, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Water Vending Machine / Water ATM Machine
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Transformer Oil filtration plants
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
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 का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	26570

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). 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।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr. Account Officer
Bhakra Beas Management Board, Chandigarh, Bhakra Beas Managemet Board , BHAKRA BEAS MANAGEMENT BOARD, Ministry of Power
(Devender Singh)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. **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 25% (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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-10-2026 11:00:00	O/o Director P&D (PPs), BBMB, SLDC COMPLEX, INDUSTRIAL AREA PHASE-1, CHANDIGARH (160002)

1 NO. Transformer Oil Filtration & De-Hydration Cum Hot Oil Circulation Plant For Dehar PH BBMB (1 set)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	3%
Number of days allowed for ICT after site readiness communication to seller	15 Days

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Devinder Kumar Sharma	175017,RE, Division, BBMB, Slapper, Distt. Mandi (HP)	1	201

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **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.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITION: -**

“Same or Similar category product”- “Transformer Oil filtration plant having 6000 LPH capacity or more capacity”.

2. Prequalification Criteria

Criteria 1 - Experience and Past Performance:

i) The bidder (manufacturer or principal of authorised representative – herein after referred simply as ‘The Bidder’) should have regularly for at least the last three years, ending 31st March of the previous financial year (hereinafter called ‘The relevant Date’), manufactured and supplied (erected/commissioned) the same or similar category product and

ii) The bidder’ should have manufactured and supplied at least 100% quantity (herein after referred as ‘The Qualifying Quantity’) of ‘the same or similar category product’ in at least one of the last five years ending on ‘The relevant Date’, and which should be in successful operation for at least two years on the date of bid opening.

Criteria 2 - Capability- Equipment & manufacturing Facilities: ‘

The bidder’ must have an annual capacity to manufacture and supply at least ‘The Qualifying Quantity’.

Criteria 3 - Financial Standing – under all conditions

a) **Turn-over**: The average annual financial turnover of ‘The bidder’ during the last three years, ending on ‘The relevant Date’, should be at Rs. 9 lacs as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant in India.

b) **Net-worth:** The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on ‘The Relevant Date’ and also ii) should have not eroded by more than 30 % (thirty percent) in the last three years, ending on ‘The Relevant Date’, duly authenticated by a CA in India

Criteria 4 – Special cases

Authorized Representatives: Bids of bidders quoting as authorised representatives of a principal manufacturer would also be considered to be qualified, provided:

i) their principal manufacturer meets all the criteria above without exemption, and

ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of the contract;

iii) the bidder himself should have been associated, as the authorised representative of the same or other Principal Manufacturer for the same set of services as in the present bid (supply, installation, satisfactory commissioning, after-sales service as the case may be) for the same or similar 'Product' for past three years ending on 'The Relevant Date.'

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GENERAL INSTRUCTIONS TO THE TENDERERS

The following instructions must be carefully observed by all the tenderers. Tenders not strictly in accordance with these instructions shall be liable to rejection: -

1. The complete material offered should be strictly according to the specifications.

Notes: -

a). Either the authorized dealer or its OEM can bid but both cannot bid simultaneously.

b). The authorized dealer must have a valid authorization certificate of OEM as on the date of bid publication

c). The authorized dealer is not permitted to quote on behalf of more than one manufacturer.

d). In the event of receipt of bids from OEM and his authorized dealer for same make / brand, bid of OEM shall only be considered.

e). Purchaser reserves the right to cross-check/ascertain/scrutinize the documentary evidences furnished by them along with their request, at any stage or request for any additional information/ documents; from any or all Applicant(s).

f). The Past Purchase order(s), issued by Buyer Organization(s) i.e Central / State Govt. Organization/PSU in India, as submitted by the bidder should be of the same 'Make' as being offered in the instant bid.

g). Prospective Tenderer should furnish Self-Declaration on Company' Letter head stating: -

"We have neither been banned or de-listed or de-barred from business nor any of the contract has been terminated or cancelled by any PSU of India / Public Utilities / Govt. Department of India/States, etc due to any default on our account as on the date of bid publication. We also do not have consistent history of arbitration and litigation."

2. The purchaser reserves the right to accept or reject any order/tender(s) without assigning any reason.
3. No import license shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard.
4. The tenderer shall state in his tender the address and place of manufacture of the various portions of the work/supply included in the tender. The purchaser or his duly authorized agent shall have access to the supplier's/sub-supplier's works at any time during working hours for the purpose of inspection during the manufacture. The supplier shall provide the necessary facilities.

Earnest Money and Security Deposit:

- Every tenderer, while submitting the tender shall be required to give the earnest money deposit (**except exempted from depositing the EMD as per GeM**) specified in the Bid in form of Bank Guarantee (Proforma attached)/Bank Draft drawn in favour of Sr. Accounts Officer/Payment, BBMB, Chandigarh. Earnest money deposit must reach the Purchasing Department's office before the opening time and date of the bid. EMD shall necessarily be submitted in sealed cover. Bidder has to upload scanned copy/proof of the DD along with bid.
- Address for Physical submission of EMD of Rs.26,570/-(Rupees Twenty-Six Thousand Five Hundred Seventy Only): Superintendent (General Cell), O/o Director/P&D(PPs), Flat No. 69, BBMB, SLDC Residential Complex, Industrial Area, Phase-I, Chanidgarh-160002.
- The Earnest Money furnished by the successful tenderer (to the extent of 1% of GEM contract value) on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the Purchase Order upto the warranty Period. In case the successful bidder has not submitted EMD (due to EMD exemption on GEM), the successful bidder shall have to submit Security Deposit (to the extent of 1% of GEM contract value) upon placement of Purchase Order.
- The earnest money furnished by the successful tenderer on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the purchase order up to the warranty period without any exception to the exempted categories as per GeM's GTC who shall be required to furnish Security Deposit through Bank Guarantee/Bank Draft within 7 days of receipt of P.O.
- The Earnest Money/Security Deposit taken from the firms under above Para shall be forfeited in part or full, under the following circumstances: -

a) If the tenderer withdraws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.

b) If the P.O. has been issued but the supplier refuses to comply with it, the Earnest Money deposited by him, shall be forfeited in full, irrespective of the fact whether the Board sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take such executive action against the supplier as blacklisting etc.

c) Where the purchase order has been accepted but the supplier stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to the Board through risk purchase from alternative source and/or any other damage recoverable from t

he supplier under the terms of the contract.

d) In the event of a breach of contract in any manner, the Security Deposit shall be forfeited and adjusted against the claim of the Board on the supplier for any dam age or for any loss sustained by the Board on account of such breach.

e) Security deposits not claimed within three years from the date of completion of purchase order/contract, including the period of warranty shall be treated as “La psed Deposits” and no claim for a refund thereof shall be entertained from the su pplier/contractor thereafter.

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ADDITIONAL COMMERCIAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1 For supply of material

A) 80% payment alongwith 100% GST within 30 days after receipt of complete supply of equipment/material at respective site in good conditions and according to the specifications and physical verification and record entry by the respective consignee in the relevant GR/MB/CRAC.

B) Balance 20% payment after Installation, Commissioning & Testing of the Transformer Oil Filtration Plant at site.

1.2 For Installation, Commissioning & Testing (ICT)

The payment in respect of 20% of supply portion and 100% payment in respect of Installation, Commissioning & Testing of the Transformer Oil Filtration Plant at site, shall be released after successful Commissioning & Testing to the satisfaction of Site-In-Charge. i.e SE/DPH.

1.3 All Bank charges (on both purchaser as well as supplier side) are to be borne by the supplier, in case of payment against Bank documents.

1.4 Income tax and work contract tax, if applicable, shall be deducted at source by paying authority.

2. DELIVERY

2.1 Delivery Period for material: -

The supply of items as stipulated in this contract shall be completed by the supplier within **180** days from date of receipt of technically and commercially clear order. The technical clearance of the P.O. will be deemed from receipt of approved drawings by the supplier, allowing one week time for postal transit in case of outstation letters and three days in case of local letters. This postal transit period of one week or three days as applicable shall be allowed only once for the entire correspondence pertaining to drawing & PO each. The supplier will however ensure that the complete drawings as per specification are received by the purchaser within **21** days of receipt of Purchase Order. The delay in submission of drawings by the supplier shall also invite levy of penalty at the rate specified in, 'Penalty Charges' clause. However early supply of material before the due date of delivery (worked out w.e.f the date of receipt of approved drawings by the supplier) shall be adjusted against delayed receipt of drawings by the purchaser, if any, by corresponding period while calculating the penalty charges for drawings. All drawings submitted will form a part of contract.

For all intent and purposes, the date of delivery shall be taken as 7 th day after the date of readiness of material for inspection in case of purchase orders up to Rs. 5 Lac and 14th day after the date of readiness of material in case of purchase order more than Rs. 5 Lac provided the material offered passes the inspection and proof of dispatch of material within 7 days of the receipt of dispatch authorization and road permit (wherever required) is given by the supplier. In case, however, the material fails during inspection at the works/site, as the case may be, either fully or partially or the material is not ready for inspection when the inspector visits the works for inspection, the re-inspection charges shall be recover

ed from the firm. The date of readiness of the material in this case will be reckoned with reference to the date from which the material/equipment is offered to be ready for the re-inspection provided the material passes the inspection that follows the offer. The road permit shall be supplied by the consignee expeditiously to ensure the timely dispatch of material. In case the material is not dispatched within 14 days of the receipt of dispatch authorization and the road permit (wherever required) date of delivery shall be taken as date of receipt of material by the consignee at site/store.

In case the supplier is unable to complete whole or any item of supply within stipulated period, for recognized reasons of 'Force Majeure', he shall be responsible to furnish well in time sufficient documentary evidence to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause "Force Majeure", so as to justify grant of extension by the purchaser of the ' Delivery Period' mentioned above. Such extension will be granted by purchaser for the period for which the completion of supply is proved, by the supplier, to have been delayed for the said reasons due to 'Force Majeure'. In case of delay in delivery, the dispatches shall be made only after obtaining written consent of the purchaser. The bids of the suppliers not conforming to BBMB's prescribed delivery schedule shall be loaded in line with the penalty clause.

2.2 Extension of Delivery Period

Any genuine delay in approval of technical details, drawings, issuance of amendment of purchase order, conducting inspection and approval of inspection tests/test certificates for allowing dispatches, etc. will count towards extension of delivery period by corresponding period other than admissible under Force Majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

3. FORCE MAJEURE

The supplier shall not be liable for any penalty charges due to the delay in manufacture or delivery of material resulting from any causes beyond the company's reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govts. or Agency thereto, acts of God, acts of civil and military authorities, fires, floods, strikes, lockouts, freight embargoes, war risks, riots and civil commotion's. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly state the anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier, extension in the delivery period may be granted for the period for which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of Force Majeure subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided, however, that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of Force Majeure circumstance, it shall be accepted by the purchaser and the cancellation will be without any liability for damage on the part of the supplier and without any payment of the compensation by the purchaser.

4. PENALTY CHARGES

4.1 Penalty on supply of material: -

If the supplier fails to abide by the provisions of clause 'Delivery Period', he shall

be liable to pay @ ½% per week or part thereof of the ex-works delivery price e xcluding taxes and duties (but including freight and insurance charges where br eak-up of FOR destination price is not available) of such portion of material as h as not been delivered within the 'Delivery period' subject to maximum of 10% of the contract value of the delayed/ undelivered portion of the material.

4.2 Penalty for delayed Installation, Commissioning & Testing: -

In case, Installation, Commissioning & Testing of the Transformer O il Filtration plant, within stipulated time period (15 days), not completed to the satisfaction o f respective Site-In-Charge due to reasons attributed to supplier then penalty @½ % per week or part thereof excluding taxes and duties with maximum of 10% sha ll be levied on the Installation, Commissioning & Testing charges (pro-rata basis).

Note: - This penalty on account of delay in Installation, Commissioning & Testing shall b e independent of penalty on account of delay in supplies.

5. PERFORMANCE BANK GUARANTEE

The supplier shall furnish a Performance Bank Guarantee (on the standard Perfor ma to be supplied by the purchaser along with Purchaser Order) of the value of 1 0% of the contract to cover the satisfactory working of the equipment during the period of Warranty as per Clause-9 below and it shall also be kept valid till such t ime any claim of the purchaser is pending against the supplier.

As the bank Guarantee is to remain valid for the entire currency of the contract, i ncluding the currency of the warranty period, the supplier shall be asked for getti ng the validity of the Bank Guarantee suitably extended to cover any extension in the delivery period or warranty period agreed to by the purchasing authority or w here any claim of the Board is still pending against the supplier. The Performanc e Bank Guarantee shall be furnished by the supplier one month before the comm encement of delivery.

6. NEGLIGENCE

If the supplier neglects to execute the work with due diligence and expedition or r efuses or neglects to comply with any reasonable orders given in writing by the p urchaser in connection with purchase order or shall contravene the provisions of t he Purchase Order, the purchaser may give 21 days' notice in writing to the suppl ier to make good the failure, neglect or contravention complained of and should t he supplier fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being m ade good, within that time or otherwise within such time as may be reasonably n ecessary for making it good, then and in such case the purchaser shall be at lib erty to take the work wholly or partly out of the hands of the supplier and re-cont ract at reasonable price with any other person or persons. In such an event, it s hall be lawful for the purchaser to retain any such balance which may otherwise b e due by him to the supplier on any account including the amount of Bank Guaran tee and apply the same towards the execution of whole or balance of the work so re-contracted, as aforesaid. If no such balance is due by the purchaser to the sup plier or, if due, is not sufficient to cover the amount thus recoverable from the su pplier, it shall be lawful for the purchaser to recover the whole or balance of the a mount from the supplier by the action of the law.

7. BANKRUPTCY

If the supplier shall commit any act of the bankruptcy or being a corporation com mences to be wound up except for reconstruction purposes, or carry on its busine ss under a receiver, the executors, successors or other representative(s) in law of the estate of the supplier or any such receiver, liquidator, or any person(s) in wh om the contract may become vested, shall forthwith give notice whereof in writi ng to the purchaser and shall for one month, during which the supplier shall tak e all reasonable steps to prevent stoppage of the work, have the option of carryi ng out the contract subject to the supplier providing such Guarantees as may be required by the purchaser but not exceeding the value of the work for the time b eing remaining unexecuted. In the event of stoppage of the work, the period of t

he option under this clause shall be fourteen (14) days only. Provided that, shoul d the above option not be exercised, the contract may be terminated by the purc haser by notice in writing to the supplier and the same powers and provisions res erved to the purchaser in the last preceding clause of taking the work out of the s upplier's hands shall immediately become operative.

8. REPLACEMENT OF REJECTED MATERIAL

8.1 Material found damaged, sub-standard, defective or not conforming to the pres cribed specifications in any manner, at the consignee's end, shall not be accepte d and an intimation to this effect shall be given to the supplier and the purchaser by the consignee. The supplier shall rectify or replace the defective / sub-standar d material forthwith and in any case, within a period of 60 days from the date of i ntimation of rejected supplies. If the supplier fails to rectify or replace the defecti ve/ sub-standard material or make good the damages within the period specified above, the balance payment/ Bank guarantee as the case may be, shall be with-h eld until the defective material has been replaced by or the advance payment ma de in respect thereof refunded by the supplier. The purchaser shall reserve the ri ght to get the defects/ damages rectified at the supplier's cost or to dispose off s uch material and adjust the sale proceeds thereof, if any, against its claim on sup plier. The cost of rectification or balance of purchaser's claim against the supplier shall be adjusted from the supplier's pending dues and/ or security deposits agai nst this or any other contract in force and the balance of the cost/ claim shall be r ecovered from the supplier by action of the law.

All expenses involved in the replacement by way of handling, transportation, stor age etc. shall be on supplier's account.

8.2 In respect of the defective, sub-standard supplies, the date on which such a su pply is replaced, shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on whic h the supply was due as per the terms of purchase order, for the purpose of deter mining penalties/charges recoverable under penalty clause.

8.3 The provisions of sub-clause 8.1 and 8.2 above shall apply, mutatis mutandis, to the material found substandard or defective during the period of warranty.

9. WARRANTY

The supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser up to the destination, the whole or any part of th e material/equipment which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defects is noticed within **12** mo nths from the date the material/equipment is commissioned/put to use by the en d user or **18** months from the date of dispatch whichever period may expire earli er. The consignee or any other officer of the purchaser actually using the material /equipment will give prompt notice of each such defect to the supplier as well as the purchaser. The replacement shall be effected by the supplier within a reason able time but not in any case exceeding 60 days, from the date of intimation of d efects. The supplier shall also arrange to remove the defective supply within a re asonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchaser shall reserve the right to dispose off t he defective material/equipment in any manner as considered fit at the sole risk and cost of the supplier. Any sale proceeds of the defective material/equipment a fter meeting the expenses incurred on its custody, disposal, handling etc. shall, h owever, be credited to the supplier's account and set of against any outstanding dues of the purchaser against the supplier.

These provisions shall also equally apply to the replaced material/equipment. In ca

se the material/equipment is again found to be defective within a period of 12 mo nths of its replacement, it shall also have to be replaced similarly.

10. WARRANTY DEED

The supplier shall execute a Warranty Deed (on the Standard Performa to be sup plied by purchaser), on a non-judicial stamp paper required for such deeds as per the relevant act of the State in which it will be executed and signed and shall be kept valid for the Warranty period as per above warranty Clause. The Warranty D eed shall be supplied immediately after placement of purchase order

11. TESTS & INSPECTION

11.1 Intimation of Inspection

The purchaser reserves the right to send his representative at any time for carryi ng out /witnessing inspection/ tests on the material during the manufacturer /com pletion at the works of the supplier. The supplier shall intimate 15 days in advanc e to the purchaser, the place and probable date on which the manufacture of equi pment/material is likely to commence to enable him to make arrangements for in spection during manufacture and witnessing tests. The contractor shall ensure to provide necessary facilities for inspection/tests.

11.2 Access to the manufacturer's works

The inspector to be deputed by the purchaser shall have at all reasonable times, access to the manufacturer's premises/works and shall have the right to examine workmanship and the material during the course of manufacture. If part of the m aterial is being manufactured at other premises, the supplier shall obtain for the i nspector, permission to inspect as if at the manufacturer's premises.

11.3 Tests on completion of manufacture

When the material is ready for final tests, the supplier shall give to the purchase r notice of its being so ready for inspection and the purchaser's representative(s) shall attend the manufacture's premises for inspection and witnessing the routine /acceptance tests/special tests within 15 days of the receipt of notice from the su pplier. In case the representative(s) of purchaser finds on arrival at supplier's pre mises that the material was not ready for inspection and notice given was infruct uous, the expenditure incurred by the purchaser on arranging for such inspection shall be recovered from the supplier.

11.4 Certificate of Tests & Inspection

When the tests and inspection have been satisfactorily carried out by the Inspect or (purchaser's representative) at the manufacturer's premises, the test certificat es of each batch of supply shall be submitted in six triplicate by the supplier to th e Planning & Design (PP) Directorate, BBMB(PW), Plot no. 75, SLDC Complex, Ph-I , Indl. Area, Chandigarh for approval. The purchaser shall then convey approval o f Test Certificates and issue dispatch authorization. The inspected material shall t hen be dispatched by the supplier according to the dispatch instructions given un der the contract, within 7 days from the date of receipt of dispatch authorization. In case the material is not dispatched by the supplier within seven days of the rec eipt of dispatch authorization, the delivery date will be considered as the date of actual receipt of the material at site. The issue of the dispatch authorization shall not, however, relieve the supplier of his responsibility towards proper quality and Performance of material ordered.

No material shall be dispatched without prior inspection and approval of test certificates and issue of dispatch authorization from the purchaser, unless otherw

ise directed by the purchases to do so.

11.5 Material destroyed during test

Material destroyed during tests shall not be counted against quantities to be supplied against the contract and no payment whatsoever shall be made for such material.

11.6 Consignee's right of rejection

Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual receipt thereof by him if the material or any part thereof is not in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch/delivery or during transit and the supplier shall be responsible for rectification of all defects noticed by the consignee after receipt of material and follow up all the related claims with the insurance company, etc.

11.7 Submission of Inspection Test Reports with dispatch documents

A photocopy of the Inspection/Test reports signed/approved by the purchasing authority as per sub-clause 11.4 above or of letter conveying approval of Test Certificates and dispatch authorization shall be attached by the supplier to the letter forwarding the receipted goods challan. However, if the inspection is waived off by the purchaser, the supplier shall attach a copy of the purchaser's letter waiving off inspection with the Receipted goods challan.

12. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL

The supplier shall be responsible for transportation through registered common transporters, handling and insurance of the material up to the destination station as per dispatch instructions. The material shall be dispatched only by Rail/Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claim/claims for shortages/damages etc. if any during transit with the supplier within 30 days of receipt of material. The settlement of such claims with the underwriter shall be supplier's responsibility in such an event the purchaser shall obtain an open delivery certification from the railway/ carrier.

13. ARBITRATION

If at any time any question, dispute or difference whatsoever, shall arise between the purchaser and the supplier, upon or in relation to or in connection with the Contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to award of an arbitral tribunal, whose decision shall be final and binding on the parties and the provisions of The Arbitration & Conciliation Act, 1996 and of the rules thereunder and any statutory amendment/modification or re-enactment thereof, for the time being in force, shall be deemed to apply to and be incorporated in the contract. Arbitral Tribunal shall comprise 'N' No. of arbitrators where 'N' shall be an odd number (N-1)/2 No. of Arbitrator shall be appointed by the Supplier and the Purchaser each and the remaining 1(one) No. Arbitrator shall be appointed by the aforementioned N-1 Arbitrators who shall act as the presiding Arbitrator. In case N=1, the sole arbitrator will be appointed with mutual consent of the supplier and the Purchaser".

Such notice of the existence of any question, dispute or difference in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

In case the order is placed on any Central Govt. Department or CPSU, settlement of disputes will be effected as per Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, GOI, OM No. F No. 4 (1)/2013-DPE (PMA)/FTS-1835 dated 11.04.2017. In case of the Orders placed on any State Govt. Deptt. or State Govt. Public Enterprises, dispute can be settled through Arbitration as per above mentioned OM dated 11.04.2017 as per mutual agreement between BBMB and that State Govt. Deptt./Public Enterprises. The work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

14. CANCELLATION OF PURCHASE ORDER

The purchaser shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution of the order by the supplier is willful and detrimental to the interest of the purchaser. In case where after the commencement of manufacture, there is a willful delay on the part of the supplier to the manufacture/dispatch of the material, the purchaser may cancel the order for whole/unexecuted portion after giving a notice of 15 days to the supplier.

15. JURISDICTION OF COURT

In case of any dispute between the parties, the Courts at Chandigarh only shall have the jurisdiction to settle/decide and adjudicate upon such matters. Before approaching the court of law, any dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause-13 above.

16. MATERIAL AND WORKMANSHIP

All material used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and the whole of the work shall be of the highest class, well finished and of approved design and make. Castings and welding shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close grained, and of true forms and dimensions. All machined surfaces shall be smooth finished.

17. INTER- CHANGEABILITY

Corresponding parts of Plant and Equipment shall be made to gauge or jig and shall be inter-changeable in every respect.

18. PACKING

All material shall be securely packed for safe delivery at destination and the supplier shall be responsible for all losses or damages caused or occasioned due to improper or defective packing. Double boxing to give extra protection to the equipment against mechanical injury shall be used, if required. BBMB is an ISO 14001: 2004 certified organization and thereby expects that the supplier employs environmentally sound practices. Therefore, packing material should be biodegradable i

n nature. Due care should be taken during handling and transportation.

All parts requiring protection from moisture including polished parts which rust ra pidly, shall be double boxed with trapper or in such other approved manner. All b oxes shall be marked with signs indicating the up and down sides of the boxes an d also unpacking instructions considered necessary by the supplier. The contents of the boxes shall have place marks corresponding to the number in the packing l ist to enable easy identification. The prices include packing charges and as such, no extra payment shall be made on this account.

19. LIMITATION OF LIABILITY

(a) Except in cases of criminal negligence or willful misconduct on the part of Con tractor or on part of any persons, or firm acting on behalf of Contractor in car rying out services:

i) The Contractor shall not be liable to the Purchaser, whether in Contract, tort, or o therwise, for any indirect or consequential loss or damage, loss of use, loss of pro duction, or loss or profits or interest costs, provided that this exclusion shall not a pply to any obligation of the Contractor to pay liquidated damages or/and Penalty charges to the Purchaser and

ii) the aggregate liability of the Contractor to the Purchaser including any obligation to bear the cost of repairing or replacement of defective equipment under warran ty or to indemnify the Purchaser with respect to patent infringement, whether un der the Contract, in tort or otherwise, shall not, exceed the total Contract price.

(b) This limitation of liability shall not affect Contractor's liability, if any, for damage to third parties caused by the Contractor's or any person or firm acting on behalf of the Contractor in carrying out services.

The above is subject to laws applicable in India.

APPENDIX-A

EARNEST MONEY DEPOSIT - BANK GUARANTEE PROFORMA

(To be executed on the appropriate value of Non-Judicial Stam ped papers)

This deed of guarantee is made this _____day of _____ between M/s_ _____(Banker's name) through _____(designation of the pe rson signing the bank guarantee on behalf of the guarantor), a company registered under Companies Act, 1956 (Banking Statute / body corporat e constituted under the Banking companies Acquisition and Transfer of Undertakings Act-V of 1970) having its registered office at _____(Ad dress of Registered Office) (herein after called the "Guarantor" which e xpression shall, unless repugnant to the context of meaning thereof, incl ude its successors and assigns) of the first part and M/s _____through _____(designation of the person signing the Bank Guarantee on behalf

of the Tenderer) company registered under Companies Act, 1956, havin g its registered office at _____(Address of registered office) (herein a fter called the “Tenderer” which expression shall, unless repugnant to t he context or meaning thereof, include its successors and assigns) of t he second part and the Bhakra Beas Management Board, through its Chi ef Engineer/System Operation a statutory body constituted under Sectio n 79 (1) read with Section 80(6) of the Punjab Re-organization Act, 1966 (hereinafter called the ‘Purchaser’ which expression shall, unless repu gnant to the context or meaning thereof, include its successors and assi gns) of the third part.

2. WHEREAS _____ (name of Tenderer) has submitted its Tender Offer No. _____dated _____ (Number and date of tender) (hereinafter c alled “the Tenderer”) in response to Purchaser’s NIT/Limited Tender Enqu iry No._____ dated _____as per BBMB’s Specification No. ___ _____ at the rates and on the terms and conditions contained in hi s tender.

3. And whereas under Clause ____ of the Section-____ of BBMB Specific ation no. _____, the Tenderer is required to furnish a Bank Guarante e in lieu of earnest money deposit for a sum of **Rs. 26,570/- (Rupees T wenty-Six Thousand Five Hundred Seventy only)** and this guarante e shall be kept by the Purchaser till tender for placement of Purchase ord er is decided.

4. WHEREAS by these presents the ‘Guarantor’ is bound unto Purchas er in the sum of _____(amount) for which payment well and truly to be made to the said Purchaser, the Guarantor binds itself, its successors and assigns by these presents.

5. WHEREAS THE CONDITIONS of this obligation are the following:

i) If the Tenderer withdraws its Tender at any stage during the period of tender validity specified by the Tenderer in the Tender Form or

ii) If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of tender validity

a) fails or refuses to accept/sign the Purchase Order when required.

b) fails to furnish Security Deposit as per provisions of specification.

The guarantor hereby guarantees and undertakes to release and pay im mediately to the Purchaser upto the above amount unconditionally upon receipt of its first written demand, without the Purchaser having to subst antiate its demand, provided that in its demand the Purchaser will note t hat the amount claimed by it is due to it, owing to the occurrence of on e or more of the above named CONDITIONS and specifying the occurre d condition or conditions, and the tenderer shall not have any right or ca use to interfere.

6. WHEREAS this Guarantee will remain in full force and effect for 12 months from date of its issue in the first instance. This guarantee shall b e revalidated subsequently for a further period, if required by the Purchas er with the prior consent of the Tenderer. The Guarantor also agrees and undertakes not to revoke this guarantee within its validity period as afor esaid.

7. WHEREAS the Guarantor hereby further agrees that the Purchaser shall have the fullest liberty without effecting in any manner the obligation of the Guarantor hereunder with or without any consent of the Guarantor to vary any of the terms of said Tender or to extend from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Tenderer and either to forbear or enforce, any of the terms or conditions relating to the said Tender and the Guarantor shall not be relieved from his liability by reasons of any variation or any extension being granted to the Tenderer or for any forbearance, act, or omission on the part of the Purchaser or any indulgence by the Purchaser to the Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor. Nor shall it be necessary for the Purchaser to sue the Tenderer before suing the Guarantor for the amount/damages due under this deed of guarantee. And it is agreed and declared that this guarantee will be enforceable even if the Tenderer’s company goes into liquidation or there is any change in the constitution of said company or management of the said company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

8. WHEREAS the Guarantor hereby further declares that this guarantee has been executed by its lawfully constituted attorney legally competent to sign and execute and has been stamped as required for such guarantees under the relevant Act of the State in which it has been executed and signed and this Guarantee shall not be effected by any change in constitution of the Guarantor or the Tenderer.

9. WHEREAS the guarantor hereby further agrees that any claim or dispute arising under this deed shall fall within the exclusive jurisdiction of courts at Chandigarh.

Notwithstanding anything herein before contained, Guarantor's liability under this guarantee is restricted to Rs._____/- (Rupees _____ only). This guarantee shall remain in force until_____. Unless a claim in writing is presented to the Guarantor within six months from that date and if unpaid a suit or action to enforce such claim is filed against the Guarantor within said period of six months, all the rights of the Purchaser under the said guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities there under.

In witness whereof the parties hereto have put their respective hands on the day and the year first above mentioned.

Witness:- For and on behalf of the Guarantor

1. Signature, Name, Designation & Full address. Signature _____

2. Signature, Name, Designation & Full address Name & Designation _____

Full Address w

ith Rubber Seal

Witness:- For and on behalf of th
e Contractor

1. Signature, Name, Designation & Full address. **Signature ___**
_____

2. Signature, Name, Designation & Full address. **Name & Desi**
gnation _____

Full Address with

Rubber Seal

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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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---