



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5317267 Dated/दिनांक : 23-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-09-2024 18:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	13-09-2024 18:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India			
Department Name/विभाग का नाम	Na			
Organisation Name/संगठन का नाम	Accountants General, West Bengal			
Office Name/कार्यालय का नाम	Pr.accountant General (g&ssa)			
Item Category/मद केटेगरी	Custom Bid for Services - Comprehensive AMC of Computer Hardware and IT items			
Contract Period/अनुबंध अवधि	1 Year(s)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	15 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/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	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/बिंड से रिवर्स नीलामी सक्रिय किया	No			

Bid Details/बिड विवरण				
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Estimated Bid Value/अनुमानित बिड मूल्य	500000			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
MII Compliance/एमआईआई अनुपालन				
MII Compliance/एमआईआई अनुपालन	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. 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.
- 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small

Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro. Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

- 5. 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.
- 6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: $\frac{1724413186.pdf}{1724413186.pdf}$

GEM Availability Report (GAR): 1724413191.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:1724414557.pdf

Instruction To Bidder:1724414564.pdf

Pre Qualification Criteria (PQC) etc if any required:1724414575.pdf

Scope of Work: 1724414593.pdf

Payment Terms: 1724414604.pdf

Penalties: 1724414611.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1724414621.pdf

Buyer's Competent Authority Approval: 1724414892.pdf

Any other Documents As per Specific Requirement of Buyer -2:1724414957.pdf

Project Experience and Qualifying Criteria Requirement: 1724414975.pdf

Any other Documents As per Specific Requirement of Buyer -1:1724415321.pdf

Custom Bid For Services - Comprehensive AMC Of Computer Hardware And IT Items (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive AMC of Computer Hardware and IT items		
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
Addon(s)/एडऑन			

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	BISWAJIT SAHA	700001,Office of Pr Accountant General, Treasury Building Kolkata	1	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms & Conditions

Eligibility Criteria:

- 1. The Vendor (Company/Firm/Bidder etc.) should be either based in Kolkata or have a branch Office in and around Kolkata for offering seamless service.
- 2. The intending vendors must have at least three years' experience in undert aking AMC of Computer hardware and peripherals in any Government organi sation/ PSUs.
- 3. The Vendor quoting the rates should be registered with the IT and GST auth

- orities and enclose last 3 (three) GST and Income Tax returns.
- 4. The bidder should have a turnover of more than Rs.15 lakhs per annum in I ast 3 years in its certified accounts.
- 5. The bidder should be registered with Registrar of Companies or Registrar of Firms. The bidder should submit a copy of Partnership Deed if a partnership f irm, an affidavit for proprietorship in case of propriety firm or Registration ce rtificate if registered under Companies Act along with the bid documents.
- 6. The bidder should have never been blacklisted by any Government organisa tion/ agency in last 3 years and should submit a certificate of declaration in this regard.

Scope of Contract/Work:

- 1. The scope of work covers comprehensive preventive and breakdown mainte nance of Servers, Desktop PCs, Laptops, HDD, all types of Printers, Scanners, CD/DVD writers and UPS etc. (as stated in Annexure-III, IV & V) belonging to t he Office of the Principal Accountant General (Audit-I), West Bengal. All spar es including Motherboard, Laptop and UPS battery, except cartridge and prin ter heads shall also be covered under the scope of work.
- 2. The vendor should inspect and record serial numbers and stock numbers of the entire Hardware and its configuration details (Annexure-III, IV & V) before entering into the contract.
- 3. The AMC shall include installation and updating of all kinds of software on the Servers/Computers including Operating System, Office Applications and An ti-Virus. All the PCs, Laptops, printers, peripherals etc. should be configured for its optimal use.
- 4. **Resident Service Engineer (RSE):** One RSEs with sufficient knowledge a nd expertise in the field of troubleshooting of computer hardware & peripher als etc. shall be posted in this office for prompt service during the normal Off ice hours and even beyond normal office hours, in case of exigency.
- 5. Preventive maintenance service is to be carried out for all the systems cove red under the contract. Preventive maintenance means bi-monthly servicing of the equipment irrespective of whether the equipment has undergone a br eakdown or not. It would include:
 - o Defragmentation of hard disk drives and scanning for disk errors.
 - o Checking and cleaning from outside and inside of all the PC's, Laptops, Printers and its peripherals as well.
 - o Special cleaning of the monitors, printers, keyboards, mouse, etc. from

outside with liquid cleaners.

- 6. AMC shall include the repair replacement of detective parts with the parts of equivalent or higher specification and details of replacement with specification should be provided to the competent authority. A standby arran gement is also mandatory in such cases. In case any equipment / part has t o be taken out for repair, standby equipment/part of similar configuration will be provided by the firm.
- 7. The vendor should maintain a record of all calls attended, pending issues, p reventive maintenance records and details of all replaced spare parts.
- 8. (a) Whenever a call is lodged, ordinarily a complaint must be attended within 4 hours when no change of spare part is involved. However, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
 - (b) In case the system is not repaired within 48 hours, an alternative system of similar or higher specification has to be provided as standby backup.
 - (c) The annual maintenance shall be carried out during office hours, primaril y at the premises of the office. In case, the service provider feels that the eq uipment cannot be repaired at site, he should carry the faulty equipment to t he designated workshop for repair and deliver the functional equipment back to user at their own cost and risk. The original unit shall in any case be repair ed/returned within a period of fifteen days.
- 9. A log register shall be maintained in the designated section (EDP Section) fo r recording the complaints received. The date and time of complaint and type of complaint shall be recorded in the register. The time of complaint recorded in this register shall be considered as the log time. The firm's representative shall record there the date and time of rectification with their name and signature, provision of standby etc. in this register. This will then be checked and authenticated by a designated officer of this office and the complaint would then be considered as resolved. If standby has been provided, then the time in which the standby should be replaced by the original equipment would be calculated from the time of authentication by the designated officer of this office. When the original equipment is returned after repair, the representatives of the firm and this office would record it in the log register and the complaint would be treated as resolved.
- 10. Preventive maintenance like special cleaning of the peripherals etc. from ou tside with liquid cleaner and inside with vacuum cleaner etc. will be carried o

- ut on monthly basis. The report of preventive maintenance shall be sent quarterly by 5th day of the succeeding month after expiry of the quarters to Sr. Audit Officer/EDP, Office of the PAG (Audit-I), West Bengal in writing. The quarterly payment shall strictly be made based on satisfactory report as endorsed by AAO/EDP in the call register and preventive maintenance register/file.
- 11. Any worn out or defective parts withdrawn from the IT equipment/Systems and replaced by the vendor, shall become the property of the vendor, and the parts replacing the withdrawn parts shall become the property of O/o of the Pr. Accountant General (Audit-I), West Bengal.
- 12. The items that are not serviceable by the agency due to obsolescence of te chnology or non-availability of parts/assemblies/components will be withdrawn from the maintenance contract. The decision of the competent au thority regarding non-availability and obsolescence of technology and withdr awal of these items from the maintenance contract will be final. Withdrawal of such items shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.
- 13. In case, it is absolutely essential to format the hard disk of any Laptop/PC, t he service engineer should ensure taking proper backup of the data in prese nce of the user and permission to the system administrator (Sr.AO/EDP) is m andatory for such formatting.
- 14. No replacement and repairing charges for the parts covered under the AMC shall be made.
- 15. For Server, PC, Laptop, Laser Printer, Scanner etc. free replacement of all defective/malfunctioned components are to be provided during the AMC peri od.
- 16. The replacement also involves all items of equipment: (i) including major p arts such as LCD/LED panels, Laptop batteries, SMF batteries of UPS, CMOS b atteries, HDD/SSD, SMPS, CPU, motherboards but (ii) excluding, consumable s such as computer stationery ribbons ink cartridges and physically damage d parts etc.
- 17. Retention of HDD: as per IS security policy of this office faulty Hard Disk of a ny kind of servers, Desktop PCs, Laptops and NAS Drives etc. will remain the property of this office.
- 18. It shall be the responsibility of the vendor to make all the computers and peripherals work satisfactorily throughout the contractual period and to hand of ver the systems in working condition to the Office of the Principal Accountant General (Audit-I), West Bengal after expiry of the contract.

Payment Terms:

- i) The vendor should produce separate bill i.e. for Main wing (Items on **A** nnexure-III) and LAD (Items on **Annexure-IV**) for payment.
- Payment will be made for items in **Annexure-V** on the basis of quoted rates from the date of awarding of contract for those items specified in **Annexure V.**
- iii) Request for advance payment will not be entertained in any case.
- iv) Rate of AMC should be inclusive of all taxes. AMC payment will be made at the end of each quarter against submission of vendor's invoice/ bill to the Purchaser. Payment shall be made on pro-rata basis quarterly, on satisfactory rendering of maintenance services during the billing peri od.
- v) The Net amount will be paid after deduction of TDS as applicable from time to time.
- vi) Payment for any inclusion/deletion of computer and peripherals during the AMC period will be calculated on pro-rata basis.
- vii) Penalty, if any, imposed during the billing period shall be deducted fro m the latest bill.
- viii) Increase/decrease in taxes, duties or prices of components, etc., will no t affect the rate of AMC (agreed amount) during the entire period of AMC . [N.B. No difference shall be paid or claimed as a result of the above.]

Penalty Clauses:

- i) If the Vendor does not attend to the complaint within 4 hours from the time of logging the complaint, a penalty @ 0.25% per day of the value of AMC charges of the equipment, not available for use, shall be levied.
- ii) If proper backup is not supplied, penalty shall be levied @ 0.5 % of the value of AMC charges for that equipment for each subsequent day afte r 48 hours from the date and time of registering the complaint.
- iii) If, after 48 hours, the buyer has to get the equipment/ parts repaired or replaced by other authorized/suitable service agency, the cost/expenditure incurred therein shall be recoverable from the service provider.
- iv) If the original unit, taken out of office premises for repair, in any case, is not repaired/returned within a period of fifteen days, a penalty of 10 % of unit AMC charge as contracted shall be levied per day per periphe ral which will be limited up to 10% of the total contract value.

- v) Penalty shall be levied for the absence of Resident Engineer at rate of Rs.200 (Rupees Two hundred) only for every working day.
- vi) For failure to render preventive maintenance, an amount of ₹ 25 per p eripherals per quarter will be deducted from the AMC amount payable to the firm.

Other Terms & Conditions:

- 1. The Vendor should submit its credentials as required under 'Eligibility Criter ia' and furnish fill up details as per Annexure-I with supporting documents. T he rates of AMC should be quoted inclusive of GST and furnished as in Annex ure-II, III, IV & V to this document.
- 2. If AMC rate exceeds 6% of purchase value of each item, the L1 firm quoting lowest rates has to reduce the rates up to 6 percent of the purchase value.
- 3. The period of the annual contract shall commence from 1st October 2024 or from the date of awarding the contract, subject to acceptance by the selecte d vendor and fulfilment of all the terms & conditions of the tender ibid. The Purchaser, however, reserve the right to terminate the contract at any time without assigning any reason whatsoever.
- 4. The vendor shall not subcontract the hardware maintenance jobs to any out side agency including their franchisee.
- 5. No person below the age of 18 years shall be deputed/posted to this office b y the Vendor.
- 6. Frequently required spare parts for at least 2 PCs/Laptops must be kept at the premises of this office for immediate replacement of the components of the faulty PCs so that non-functional PCs can be rectified within four hours.
- 7. The vendor shall also be responsible for maintenance and trouble-shooting of system & application software issues.
- 8. The AMC shall include complete facility management and preventive mainte nance. Software support and technical guidance is also to be provided as an d when requested.
- 9. If any equipment is added or removed from the scope of contract, pro-rata a djustment of charges will be made to the amount of the contract. Vendors ne ed to quote against items of Annexure-V which may be included later under AMC coverage on pro-rata basis.
- 10. Authorised Executive of the company/firm shall meet quarterly with the Sr. Audit Officer (EDP) to assess quality of the service provided.
- 11. The vendor shall depute a qualified engineer to attend to the maintenance c

- all full time at site on all working days and if required on closed holidays also if required and requested and any overtime pay due to such engineer shall b e borne by the firm and not by the Purchaser.
- 12. In the event of non-satisfactory performance of particular support personnel , he/she should be immediately replaced.
- 13. The vendor will at all times adhere to the IT security and confidentiality policies of the Office and the Government of India issued from time to time.
- 14. Any dispute arising out of or in relation to the contract shall be resolved by way of Arbitration. This number of Arbitrators shall be one. The Principal Acc ountant General (Audit-I), West Bengal shall appoint the Arbitrator. The seat of Arbitration shall be Kolkata, West Bengal. The Arbitration shall be subject t o the Indian Laws and applicable laws, if any.
- 15. The work is to be carried out in the Office premises itself. However, only suc h work as cannot be done in the Office premises will be allowed to be done o utside with written permission of the Sr. Audit Officer, EDP Section and no ex tra payment would be made on this account.
- 16. No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc. will be payable e for execution of work.
- 17. The Vendor should not have been blacklisted by any Ministry/Department of Central/State Govt. A self-declaration in this regard must be submitted along with tender notice.
- 18. Any Conditional/customised tender submitted by a Vendor, will not be enter tained.
- 19. At the end of the AMC contract period, both the Purchaser and the Vendor's hall certify separately that the Computer systems/Electronic devices are in satisfactory working condition and that no faults or complaints is lying pending.
- 20. The successful bidder shall be required to execute an agreement with the Pr esident of India acting through Deputy Accountant General, (Admn), O/o the PAG (Audit-I), West Bengal, Kolkata- 700001 or his authorized officer for carr ying out the work according to the instructions to bidders and conditions of c ontract.

Termination of Contract

The Office shall have the right to terminate this Contract in part or in full in any of the following cases:

- i) Repeated delay/poor response in handling Preventive/ Breakdown Maintenance
- ii) The vendor is declared bankrupt or becomes insolvent.
- iii) Breach of contractual obligations.
- iv) Breach of security by the employees of the firm.
- v) Misbehaviour/Indiscipline by the employees of the firm.
- vi) Decision of the Arbitration Tribunal
- vii) The contract is subject to review after each quarter and the Purchaser reserves the right to terminate the contract with a month's notice, if the service provided is found unsatisfactory.
 - viii) In case the AMC is cancelled on the aforesaid ground, future payment, if any, shall lapse and the firm shall have no right to claim such dues.
- ix) Upon Office's discretion, without assigning any reason, after giving a notice of 30 days.

Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

---Thank You/धन्यवाद---