

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-01-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
क्रेता ईमेल/Buyer Email	buycon2343.bhelb.wb@gembuyer.in
Item Category/मद केटेगरी	Monthly Basis Cab and Taxi Hiring Service - Without Fuel - Sedan; Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios, Hyundai Aura; 2022 or later; 50,000-75000 kms; A/C; As..
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
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),Additional Doc 1 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Any other document required from seller:[1735648454.pdf](#)

Monthly Basis Cab And Taxi Hiring Service - Without Fuel - Sedan; Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios, Hyundai Aura; 2022 Or Later; 50,000-75000 Kms; A/C; As.. (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Sedan
Type of car	Honda Amaze , Maruti Suzuki Dzire , Tata Tigor , Hyundai Xcent , Ford Aspire , Volkswagen Ameo , Tata Zest , Nissan Sunny , Toyota Etios , Hyundai Aura
Year of Vehicle Model	2022 or later
Vintage in KM	50,000-75000 kms
Air Conditioning	A/C
Engagement Hours per Day	As per Buyer Added ATC
Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
Driver Required	Yes
Type of Terrain	Plain
Fuel type of vehicle	Petrol
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	Number of Vehicle	Additional Requirement/अतिरिक्त आवश्यकता
1	RAJDIP ADHIKARI	700091,DJ - 9/1 ,Karunamoyee , Sector 2 , Salt lake	3	<ul style="list-style-type: none">Estimated KMs to be traveled in a month : 3000Duration in Months within the Contract Period : 24

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

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

2. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

3. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Buyer Added Bid Specific ATC

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

5. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. 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.

7. Service & Support

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

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Job: **HIRING OF CHAUFFEUR DRIVEN, COMMERCIAL SEDAN CAR FOR PSER HQ IN KOLKATA.**

SPECIAL INSTRUCTION TO BIDDERS

1.	Bidders to submit the Formats / annex. (attached in Bid) dully filled with Stamp ed & Signed by the authorized signatory.
2.	Bidders to submit all the relevant documents as per Pre-Qualification Criteria (P QC), attached in bid.
3.	Price Bid of Pre-Qualified bidders only will be opened and evaluated further.
4.	If bidder opts to submit SD/e-PBG in the form of Bank Guarantee then it is to be submitted in BHEL's format only [PROFORMA OF BANK GUARANTEE (in lieu of S ECURITY DEPOSIT) as per Annexure-5], provided in Bid.
5.	Bidders are requested to submit their offer considering ATC [Consisting of Pre-Q Criteria and SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (SC C, Volume-II)] (attached to bid).
6.	No Deviation with respect to tender clauses and no additional clauses/ suggesti ons/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
7.	BHEL reserves the right to accept or reject any or all offers without assigning an y reasons thereof. BHEL also reserves the right to cancel the Tender wholly or p artly without assigning any reason thereof. Also, BHEL shall not entertain any c orrespondence from bidders in this matter (except for the refund of EMD).

8.	<p>It shall be the responsibility of bidder to submit the relevant certificate regarding qualifying experience (Pre-Qualifying Criteria) from the ordering agency as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.</p> <p>Credentials submitted by the bidder against “PRE QUALIFYING CRITERIAS” shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines.</p>
9.	Evaluation Currency: Indian Rupees (INR)
10.	For any clarification please contact Mr. Abhishek Kumar Shaw, Sr. Manager-HR (Ph: 033-23398208) or Mr. Biplab Kumar Pal, Engineer-SCT (Ph. 033-23398234)

PRE QUALIFICATION CRITERIA

JOB	HIRING OF CHAUFFEUR DRIVEN, COMMERCIAL SEDAN CAR FOR PSER HQ IN KOLKATA.
1.0	FINANCIAL CRITERIA:
	<p>A) BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM RS. 6.66 LAKHS DURING THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2024 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1.0 (C).</p> <p>B) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST FIVE (05) FINANCIAL YEARS ENDING ON 31-03-2024 (i.e. FOR FY2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST FIVE FINANCIAL YEARS, ENDING ON 31-03-2024, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.</p> <p>C) IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THE THREE CONSECUTIVE YEARS INDICATED IN 1.0 (A) ABOVE. THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>D) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	TECHNICAL CRITERIA:
	<p>THE BIDDER SHOULD HAVE EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS (i.e “PROVIDING CHAUFFEUR DRIVE N COMMERCIAL VEHICLE ON HIRE” FOR AT LEAST TWO YEARS C ONTINUOUSLY) AT LEADING PSUs/STATE GOVERNMENTS/ CENTRAL GOVERNMENTS/ REPUTED COMPANIES, IN THE LAST 07 YEARS ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER.</p> <p>RELEVANT SUPPORTING DOCUMENTS MUST BE SUBMITTED.</p>

3.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENTS MUST BE SUBMITTED.
4.0	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
NOTE :	
I	THE BIDDER SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA. EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
II	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION/BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.

**Job: HIRING OF CHAUFFEUR DRIVEN, COMMERCIAL SEDAN CAR FOR PSE
R HQ IN KOLKATA.**

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

SL N O.	DESCRIPTION		
1.0	Scope of Work: -		
1.1	The successful bidder will be required to deploy chauffeur driven car on monthly hire basis for commercial use as per specification mentioned at clause no. 1.2 below: -		
1.2	Technical Specification of Car		
	S.N.	DESCRIPTION	MINIMUM REQUIREMENT
	i	Vehicle Type	Sedan

ii	Type of Car	Honda Amaze, Maruti Suzuki Dzire, Tata Tigor, Hyundai Xcent, Ford Aspire, Volkswagen Ameo, Tata Zest, Nissan Sunny, Toyota Etios, Hyundai Aura
iii	Year of Vehicle Model	2022 or later
iv	Vintage in KM	50000 - 75000 Kms
v	Air Conditioning	A/C
vi	SEATING CAPACITY	4
vii	ENGINE CAPACITY (CC), Minimum	1120
viii	EMISSION STANDARD, Minimum	BS-VI
ix	OVERALL LENGTH (mm), Minimum	3980
x	OVERALL WIDTH (mm), Minimum	1650
xi	OVERALL HEIGHT (mm), Minimum	1500
xii	WHEEL BASE (mm), Minimum	2450
xiii	BOOT SPACE (L), Minimum (Not to be equipped with CNG Chamber)	350
xiv	Engagement Hours per Day	As per Buyer Added ATC
xv	Fuel to be provided by Buyer	To be reimbursed to the Service Provider as per actual consumption.
xvi	Driver Required	Yes
xvii	Type of Terrain	Plain

	<table><tr><td>xviii</td><td>Fuel type of vehicle</td><td>Petrol</td></tr><tr><td>xix</td><td>Service Provider registered address</td><td>WEST BENGAL (State)</td></tr></table>	xviii	Fuel type of vehicle	Petrol	xix	Service Provider registered address	WEST BENGAL (State)
xviii	Fuel type of vehicle	Petrol					
xix	Service Provider registered address	WEST BENGAL (State)					
1.3	All cars are must be in road worthy conditions.						
1.4	All the cars are must be with commercial registration & permit (at least state permit), valid insurance certificate and valid pollution certificate.						
1.5	<p>The car must be registered in the name of successful Bidder or should have power of attorney from the owner for such deployment or bilateral agreement between Bidder and Car Owner.</p> <p>Successful bidder must produce valid vehicle registration certificate & relevant documents before start of work.</p>						
1.6	<u>Measurement of the job & Working Time: -</u> -						
1.6.1	The following methods of measuring the job carried out by the Bidder will be adopted:						
1.6.2	<p>Normally, working days for every car should be 26 days in a calendar month and duty hours for every car should be tentative 10 hours in a day from the reporting time.</p> <p>Duty hours for cars may not be limited to 10 hours in a day, it may be extended depending on actual requirement. In case of contingent requirement, the vehicle may be required to be deployed for round the clock.</p> <p>Hiring service to be catered for each car per month should be considered for 26 days in a calendar month and 24 hours in a day.</p> <p>Tentative run km per car per month may be in the tune of 3000 Kms., which may increase or decrease to any extent as per actual requirement. In case of less run in Km. w.r.t. the Kms indicated above, no compensation shall be payable to the contractor.</p>						

1.6.3	<p>Due to exigencies, if car/cars are required beyond 26 days in a calendar month, vendor have to arrange and provide car/cars for BHEL and for the said deployment, vendor will be eligible for extra hiring charges on pro-rata basis for every car for those days.</p> <p>■</p>
1.6.4	Day means calendar day and Month means Calendar Month.
1.6.5	<p>Extra hours/Overtime shall mean extra work beyond 10 hours for deployment of Driver/Chauffeur only, which is applicable for all days i.e. normal working days (26 days in a calendar month) and extra days beyond 26 days in a calendar month (if required).</p> <p>Rate of Extra hours/Overtime will be Rs. 116/- per hour. This rate is inclusive of deployment of driver including all incidentals related to extra hours/overtime duty. BHEL shall not pay any extra amount except the aforesaid Rate of Extra hours/Overtime for such extra hours/overtime.</p> <p>Tentative overtime per month per car may be in the tune of 60 Hours., which may increase or decrease to any extent as per actual requirement. In case of less overtime w.r.t. the overtime hrs. indicated above, no compensation shall be payable to the contractor.</p>
1.6.6	BHEL shall allow actual running to and fro from garage to place of duty limited to 20 KMs per day for normal duty. In case of exigency/exceptional case, to be certified by BHEL official it may be extend to actual as deemed fit.
1.6.7	<p>If any car/cars are required to be deployed beyond 16 hours in a day, Driver/Chauffeur for that car will be eligible for “Special Over Stay Charges” at the rate of Rs. 232/- per day per car over and above his Extra time/Over Time Charges.</p> <p>For example: If a Driver/Chauffeur worked for 18 hours continuously in a day, he will be eligible for Rs. 232/- as Special Over Stay Charges plus Overtime charges for 08 hours at the rate of Rs. 116/- per hour.</p>
1.6.8	Working time for the cars shall be intimated by the Officer In-charge of H R Department. Normally the reporting time shall be at 09-00 Hrs.

1.6.9	In case the reporting time of the car is changed other than the reporting time indicated above, the same shall be informed to the Agency/ Chauffeur telephonically in advance.
1.7	Reporting Place:
1.7.1	Reporting place shall normally be BHEL Bhavan, DJ-9/1, Sector-II, Salt Lake, Kolkata – 700091. In case of change of reporting place on any day shall be intimated to the Agency or Chauffeur telephonically in advance.
1.7.2	Any car(s) while on duty to BHEL get breakdown, during the contractual period, replacement of same is to be made immediately within Two hours by the Bidder without fail. Otherwise penalty shall be imposed as mentioned under clause no. 11 below.
2.0	Duration of Contract: -
2.1	The Time Period of contract shall be 24 (Twenty-four) months from actual date of commencement of work.
2.2	Successful bidder shall start the work as per instruction from concerned BHEL official of HR dept. after placement of LOI.
2.3	BHEL reserves the right to extend the contract beyond 24 (Twenty-four) months, if need arises, on mutual agreement on the same rate, terms and conditions.
2.4	Extension of contract cannot be claimed as a matter of right by the Bidder and the decision of BHEL shall be final and binding on the Bidder in this regard.
3.0	Payment Terms:

3.1	Payment to be made to be Bidder on the basis of work carried out.
3.2	Payment of overtime will be made for extra hours beyond 10 hours of duty in a day.
3.4	Payment to be done on Pro-rata basis on Monthly Hiring Charges for duty performed beyond 26 days in a calendar month for every car. There will no extra payment for the outstation trips, if any, including lodging and food of chauffeur. ■
3.5	The Extra time/Overtime charges, Special Over Stay Charges, Extra Hiring Charges for car on pro-rata basis used beyond 26 days will reimbursed by BHEL against documentary evidence i.e. signed Trip Sheets/Log Sheets only.
3.6	The parking charges, toll tax, barrier tax, state border entry tax etc. during BHEL's duty will reimbursed by BHEL against documentary evidence/receipts.
3.7	In case there is any change in the cost of Fuel, the reimbursement of fuel will be made as per actual cost of fuel subject to documentary evidence. No other increase will be admissible on any other ground.
3.8	Payment to the Bidder will be made within 30 working days from the receipt of complete GST complaint invoice. The Bidder shall submit the bills on monthly basis, which will be duly verified, checked and forwarded to Finance and Accounts department for releasing payment. All payments will be made by RTGS/NEFT only.
3.9	Hiring charges of Car will be inclusive of all charges like Car Taxes, Comprehensive Insurance, payment to driver, car maintenance, overhead etc. but will not include GST, Parking fees, Toll Taxes, Overtime, Special Over Stay Charges and Fuel charges. The fuel charges will be reimbursed based on fuel efficiency.

3.10	Reimbursement of cost of fuel, BHEL shall be made reckoning the fuel efficiency of the car as 12 Kilometer per liter.
3.11	Log book shall be only measurement book for arriving the total run in Kilometer.
3.12	The total hiring charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source as applicable under relevant Act / Law.
3.13	Applicable GST shall be released to you upon compliance with the following conditions:
3.13.1	The goods or services covered under the invoice must be received in full, along with the corresponding valid tax invoice by BHEL.
3.13.2	<p>Following GST compliances must be ensured within the timelines prescribed for availing Input Tax Credit (ITC) under GST law:</p> <p>i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM GSTR-2B of BHEL through the common portal.</p> <p>ii) Confirmation of GST payment by you to the government, verified through the filing of your FORM GSTR-3B for the corresponding month or quarter.</p>
3.13.3	<p>Notwithstanding anything contained above, GST amount may be released along with the payment against Tax Invoice, provided:</p> <p>(i) Exposure of BHEL against such GST amount is sufficiently covered by the security deposit/ Bank Guarantee / any other amount due to the vendor/contractor at the time of releasing such GST payment.</p> <p>(ii) Such relaxation to be allowed till the subsequent month i.e. till the GST compliances are done by the vendor / contractor against the given Tax Invoice.</p> <p>(iii) As long as the GST compliances are ensured on the part of the vendor / contractor, this practice of releasing GST payment may be continued.</p>

4.0	TAXES AND DUTIES:
4.1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract .</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
4.2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
4.3	<p>Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.</p>
4.4	<p>TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.</p>
4.5	<p>TDS under GST shall be deducted as per prevailing GST rules from the bills.</p>

4.6	TCS
4.6.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable. In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
4.6.1.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
4.6.1.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
4.6.1.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
4.6.1.4	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
4.6.2	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
4.6.3	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
4.6.4	You shall comply with all statutory amendment/notifications in this respect.

4.7	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN – 19AAACB4146P1ZC</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - BHEL Bhavan, DJ-9/1, Sector-II, Salt Lake, Kolkata – 700091.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>
4.8	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
4.9	<p>In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
4.10	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p>
4.11	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.</p>
4.12	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>

4.13	Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
4.14	Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Licensing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
4.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
4.16	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
5.0	Contractual obligation of the Bidder: -
5.1	BHEL will give instructions to the Bidder or his authorized representative only. BHEL will have nothing to do or be concerned with the employment of employees working for the Bidder. The relationship between BHEL and the Bidder will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer -employee relationship.
6.0	Quantity of Car: -

6.1	Three nos. (03) cars, are required to be deployed immediately on commencement of the contract as per car specification mentioned in Clause no. 1.2.
7.0	Quantity Variation: -
7.1	<p>i. The quantity of car mentioned in scope of work, may not be same throughout the contract period. The quantity may increase/decrease if require by BHEL at any time as per requirement of BHEL during execution of work.</p> <p>ii. In case of Increase of Car: Bidder need to deploy additional vehicle as per instruction of concerned BHEL Official at any time during execution of contract period as per required specification of original contract. Hiring Charges for that additional car per month will be derived from Contract Value/ (3 x 24).</p> <p>iii. Payment for the same will be made in line with same terms & conditions of original contract.</p> <p>iv. In case of Decrease of Car: If situation demands, any time quantity of vehicle may be decreased as per instruction of concerned BHEL Official, accordingly Contract Value will be decreased by using same formula indicated in 7.1 ii above.</p>
8.0	Special Terms and Conditions: -
8.1	Towards selection, control and supervision of employees:
8.2	Bidder shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.

8.3	Bidder shall supervise the work allotted to him and to be carried out by their employees/Drivers.
8.4	Bidder to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. The Bidder shall arrange to obtain police verification of each of chauffeur deployed if situation demands.
8.5	The Bidder should deploy the cars with chauffeurs who is aware of the driving etiquette and shall comply the same during the entire contract.
8.6	Chauffeur provided for such car(s) shall maintain logbook (which will be provided by BHEL) for recording relevant journey details and must be holding professional valid driving license for commercial cars with sufficient experience, minor repair of cars and attend to break downs and have adequate knowledge of reading, writing and speaking Bengali and Hindi and/or English. The chauffeurs should be well conversant with the roads and streets of Kolkata and other surrounding areas. He must have experience in driving on highways. Required tool box must be provided with each car by the Bidder.
8.7	Bidder shall undertake the following that the deployed chauffeurs should have minimum two years of experience to drive similar types of vehicles with valid driving license. Bidder must submit an undertaking regarding the same during submission of bid.
8.8	Bidder to ensure the chauffeurs should keep the car neat and clean daily / timely before reporting for the duty.
8.9	Bidder to ensure the chauffeurs should allow the passengers to get inside the car and later on he should enter into car.
8.10	Bidder to ensure the chauffeurs himself should open and close the doors for the passengers / customers while getting into and getting out of the car.

8.11	Bidder to ensure the chauffeurs shall not smoke/be drunken/chewing of tobacco products while on duty.
8.12	Bidder to maintain appropriate records of these employees deployed to carry out the job(s).
8.13	Bidder to provide employment card/identity card with photographs duly verified and attested by the Bidder to his employees. Bidder to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
8.14	Bidder shall provide mobile phone to the employees/chauffeur deployed by him for operation of car.
8.15	Frequent change of chauffeur/driver are not allowed without prior concern of Officer-in-charge of BHEL.
8.16	Bidder will be responsible for the conduct of his employees. In case of any misconduct/misbehavior by any employee, the Bidder will replace such employee(s) immediately.
8.17	Bidder will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Bidder shall lie exclusively with the Bidder.
8.18	The Bidder shall be responsible for enforcing all safety regulations as applicable under motor car act.
8.19	The Bidder to ensure that all precautions are taken for safety of his employees and equipment.

8.20	In the event of termination of contract for any reason, whatsoever, the Bidder shall withdraw all his employees from the establishment of BHEL. In case Bidder decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
8.21	The Bidder shall maintain sufficient funds with the chauffeurs to meet any emergency requirement on account of fuel, parking fees, emergency repair/maintenance etc.
8.22	PVC, Over Run Charges, Idling Charges, Advance etc. shall not be applicable for this contract.
8.23	COVID & any other safety rules and precautionary measures must be followed as per notifications issued by State and/or Central Govt. from time to time.
8.24	Earnest Money Deposit, Security Deposit & Performance Bond are not applicable for this tender.
8.25	Guarantee: Not applicable for this tender.
9.0	Legal obligation of the Bidder: -
9.1	All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, payment of Gratuity Act, 1972, ESI Act, 1948, Contract Labour (R & A) Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act, Motor Car Act, 1988 and all other applicable Acts shall be complied by the Bidder.
9.2	Bidder shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

9.3	Bidder shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Bidder shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
9.4	The Bidder shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
9.5	The liability for any compensation on account of injury sustained by an employee of the Bidder will be exclusively that of the Bidder.
9.6	Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Bidder at his cost. BHEL does not take any responsibility in this regard.
9.7	The Bidder will ensure that all cars deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the cars while engaged in discharge of the Bidder's obligations under this contract.
9.8	Bidder to obtain insurance cover for his employees/ equipment/tools and tackles etc. and take risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
10.0	Towards Supply of cars and log books: -
10.1	Well maintained and road worthy car will only be taken in the service of BHEL. The supplied cars will be inspected by in charge concerned or other person authorized and if the car is not found in road worthy condition, the same will have to be made properly maintained within reasonable time.

10.2	The car will be utilized by BHEL/PSER/Kolkata for plying normally in Kolkata and adjoining areas in the state of West Bengal etc.
10.3	The car should be furnished with following items.
10.4	The relevant documents like Valid R.C Book, Driving License, Permit, Insurance Certificate and Pollution Certificate etc.
10.5	The car should be provided with foot matting.
10.6	The car should be provided with BHEL Board displayed in the front.
10.7	A First Aid box should be kept in the car.
10.8	The car should be provided with additional/emergency accessories like (i) Spare Wheel, (ii) Standard tool kit, (iii) Portable Fire Extinguisher, (iv) Torch, (v) Seat Belts etc. to attend emergency repairs.
10.9	Mileage Meter (KM Indicator Meter) reading should be in proper working condition and duly covered. If KM Indicator of any car is found tampered at any point of time, BHEL reserves the right to reject the party without any notice.
10.10	<p>Bidder should provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary Bidder may take insurance policy of his men, car, equipment and tools and tackles.</p> <p>Log book should be maintained with car by the Chauffeur reflecting journey undertaken daily which will invariably get filled up by the user himself in all cases affixing his signature and the same duly certified by the person(s) deputed for this work. The daily trip / run details for billing shall be prepared on the basis of this.</p>

10.11	Chauffeurs must report to duty in formal neat and clean dress.
10.12	In case of Accident: In case of any accident involving the car provided to BHEL, all liabilities whatsoever on account of any loss or damage to any person or property is incurred, the same shall be borne solely by the Bidder himself and BHEL in no circumstance shall be held responsible for same.
11.0	Penalty: -
11.1	<p>A penalty of Rs. 1000/- (Rupees One Thousand only) per day shall be deducted from the bill in case of absence of car, non-reporting/delayed reporting of driver on duty, refusal of duty by the driver excluding off days & holidays allowed in a month and subject to force majeure like fire, accident, strike, any public unrest, any other act of God etc.</p> <p>A repeated act of absence of car, non-reporting/delayed reporting of driver on duty, refusal of duty will be treated as major violation of contract and BHEL may stop the services immediately and Terminate the contract on a 07 days' notice after 3rd instance.</p>
11.2	Vehicle/car reported for duty, if a contractor does not ply the car for the rest of day or remain absent, an amount of Rs. 1000/- (Rupees One Thousand only) shall be imposed for that day/each such days.
11.3	A penalty of Rs. 5000/- (Rupees Five Thousand only) shall be imposed and deducted from the running bill in case vehicle changed frequently (beyond 03 times in a calendar month).
11.4	A penalty of Rs. 200/- (Rupees Two Hundred only) plus actual amount shall be deducted from the bill in case of refusal to pay toll tax/parking fees by the driver.
11.5	A penalty of Rs. 50/- (Rupees Fifty only) per day per item will be deducted from the billed amount, if the items stated in Clause no. 10.8 is not placed/absence in the car.

11.6	A penalty of Rs. 50/- (Rupees Fifty only) per day will deducted from the billed amount, if the chauffeur performs duty without formal dress as mentioned in clause no. 10.11.
11.7	A penalty of Rs. 10/- (Rupees Ten only) per day if chauffeur performs duty without Shoes.
11.8	In the event of any breakdown, alternative arrangement of same or equivalent or latest updated model of car should be made available by vendor within 02 hours/as early as possible at his own cost failing which action as clause 11.2 shall be applicable.
11.9	While on duty, if the chauffeur of the hired car is found to be indulging in any case of disobedience, misbehavior, malpractice, fraud or any act of misdemeanor, a penalty amounting to Rs. 1000/- (Rupees one thousand only) will be imposed on the concerned contractor. A repeated act of indiscipline is punishable by stopping the services without any notice for termination of the contract and other consequence depending upon the gravity of the case.
11.10	<p>A penalty of Rs. 500/- (Rupees Five Hundred only) shall be levied and deducted from the running bills if the chauffeur of the contractor does not follow any motor car safety rules over & above the penalty stated below.</p> <p>For Any type of penalty levied by Govt. and local administration for violating any type of motor safety rules, the vendor must pay the penalty amount to the authorized bodies at his own cost as solicited by concerned authorities.</p>
11.11	A penalty of Rs. 1000/- (Rupees One Thousand only) shall be levied and deducted from the running bills if the chauffeur is violating Clause no. 8.11 i.e. smoke/drunken/chewing of tobacco products while on duty.
11.12	A penalty of Rs. 50/- (Rupees Fifty only) shall be levied and deducted from the running bills if the car is not neat and clean daily/timely before reporting duty in line with Clause no. 8.8 above.

11.13	A penalty of Rs. 500/- (Rupees Five Hundred only) shall be levied and deducted from the running bills if the car provided for duty is not as per Cl. No. 1.2, subject to that particular car performed its full day duty, otherwise Penalty Cl. No. 11.1 will be applicable.
11.14	<p>Bidder shall be responsible to compensate for all damages, breakages etc., car preventive & routine maintenance, forced repair work for unforeseen reasons, insufficient fuel during duty hours or any other related breach of scope of work.</p> <p>In case of such failure(s), as mentioned above by the Bidder or its representative(s), BHEL will make good such breach of scope of work by levelling a penalty equivalent to 30% (Thirty Percent] in excess to the actual expenditure incurred by BHEL to compensate or repair such failures.</p>
11.15	In case of any other violation of scope, for which penalty clause is not included/covered within Clause No. 11.1 to 11.14, a penalty of Rs.500/- (Rupees Five Hundred only) for that day/each such days shall be levied and deducted from the running bills.
11.16	The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the vendor.
12.0	Evaluation and Awarding:
12.1	Evaluation & awarding shall be in the form and manner prescribed in GeM .
13.0	RIGHTS OF BHEL:
	BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation: -

13.1	In case the Bidder does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
13.2	The contract may be terminated at any time without paying compensation whatsoever to the contact in case of misbehavior, disobedience, dishonesty, insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of the contract.
13.3	BHEL Reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.
13.4	BHEL Reserves the right to check the Mileage Meter (KM Indicator Meter) and may get it calibrated.
13.5	BHEL Reserves the right to ask for Replacement of Car.
13.6	To recover any money due from the contractor on any account due to the contractor, under this contract or any other contract or from Security Deposit.
13.7	To effect recovery of any amount due from the contractor under this or any other contract etc. or in any other form, the sum money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.
13.8	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

14.0	Dispute Settlement:
14.1	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreements are reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award.
15.0	Jurisdiction of Court: Appropriate Court at Barasat under the Calcutta High Court, Kolkata shall have exclusive jurisdiction over all matters related to this contract.
16.0	Other points:
16.1	Notwithstanding with any other Clause of tender document, Bidder's performance may be reviewed from time to time.
16.2	In addition to the above Clauses, all other term & conditions of this specification shall be governed by the pertinent provisions of SLA, GeM GTC and other volumes of this tender, as applicable.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---