





दिनांक /Dated: 30-07-2025

# बिड दस्तावेज़ / Bid Document

बिड वि	वरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-08-2025 14:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-08-2025 14:30:00		
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 Education		
विभाग का नाम/Department Name	Department Of Higher Education		
संगठन का नाम/Organisation Name	Indian Institutes Of Science Education And Research (iiser)		
कार्यालय का नाम/Office Name	Pune 411008		
वस्तु श्रेणी /Item Category	Custom Bid for Services - Empanelment of Advertising Agency		
समान श्रेणी/Similar Category	Advertisement Service - Newspaper		
अनुबंध अविध /Contract Period	3 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)		
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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		

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 बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
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	2 Days	
अनुमानित बिड मूल्य /Estimated Bid Value	2071000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

# ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	41420

# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India	
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00	
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38	

(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 securityshould be in favour of Beneficiary, wherever it is applicable.

### लाभार्थी /Beneficiary :

Director

Indian Institute of Science Education and Research Pune Dr. Homi Bhabha Road, Pashan Pune 411008 Tele -020 25908263/8246/8017 purchase@iiserpune.ac.in

(Director Indian Institute Of Science Education And Research Pune)

### विभाजन/Splitting

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

## एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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.
- 6. 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.

- 7. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

  8. 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.
- 9. 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.
- 10. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

GEM Availability Report (GAR):1750675455.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: <a href="https://document.org/1750675513.pdf">1750675513.pdf</a>

Scope of Work: 1753427382.pdf

Payment Terms: 1753507183.pdf

Pre Qualification Criteria ( PQC ) etc if any required: 1753508314.pdf

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	
06-08-2025 15:00:00	Pre-bid meeting will be held at Purchase Section IISER Pune via video conferencing. All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in at least 2 days before for the aforesaid pre-bid meeting.  Tel No: 020 2590 8263/8246/8017

### **Custom Bid For Services - Empanelment Of Advertising Agency (1)**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values		
कोर / Core			
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Empanelment of Advertising Agency		
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
एडऑन /Addon(s)			

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	John Albert K	411008,Indian Institute of Science Education and Research, Pune (IISER) Dr.Homi Bhabha Road , Pashan, Pune Email: purchase@iiserpune.ac.in For Delivery Status: 020 2590 8169 For Payment Status: 020 2590 8180/8452	1	N/A

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

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

 Scanned copy of Tender Fee and EMD in favour of The "Director, IISER Pune" must be uploaded with the Te chnical Bid.

Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents i

n support of their claim.

- 2) At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eli gibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified.
- 3) The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Eval uation Committee.
- 4) If tenderer quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 5) L1 criteria shall be decided upon the maximum discount offered on DAVP Rates.

In case of multiple L1 bidders against this bid:

The Institute will use the 'Run L1 selection', which is GeM portal feature wherein the system rando mly identifies an L1 seller. It works on pseudorandom number generator algorithms, which is the s ystem generator based on linear congruential algorithm.

- 6) The tender is not transferable under any circumstances.
- 7) Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indir ect, shall lead to disqualification of the tenderer.
- 8) Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
- 9) Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.
- 10) Institute may seek confidential feedback from any/all clients of the bidder at any stage before / after opening of Technical/Financial bid and may take decision based on client feedback.
- 11) The award of work will be for an aggregate period of 3 years, which will initially be given for a period of on e year and reviewed for extension for another year(s) subject to satisfactory performance at the discretion of competent authority of IISER on the same terms and conditions.
- 12) The contracting agency/firm/company shall provide services continuously as per the award of contract.
- 13) The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its re sponsibilities, rights and liabilities under this contract to any other agency/firm/company without prior writ ten consent of IISER.
- 14) The contracting agency/firm/company shall get suitable instructions from the Registrar / Designated Officia I of IISER and shall provide the services promptly as per requirement.

- 15) The contracting agency/firm/company shall abide by the rules and regulations of State / Central Governme nt authorities particularly applicable to the business and shall have requisite licenses, sanctions, registration, accreditation which should be valid during the tenure of contract.
- 16) In case required services are not provided by the contracting agency on time, IISER will be free to get the work done from any other agency from open market and the expenses on this account will be debited to t he contracting agency which will be recovered from the dues / pending bills, performance security deposit etc.
- 17) The successful agency / firm / company shall assign a designated official who shall be responsible for imm ediate interaction with IISER designated official so that optimal services could be availed without any disru ption. The designated official of the agency / firm / company should be available round the clock on his ow n direct telephone (office as well as residence & mobile) so as to respond to the call for services in emerge nt cases. The supervisor should be accessible on Holidays / Weekly Off also for satisfying IISER requirements.
- 18) The agency / firm / company shall be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IISER to concerned tax collection authorities from time to time as per extant rules and re gulations on the matter.
- 19) The T.D.S. shall be recovered at prevailing rate from the bills in accordance with the provisions of Income T ax Department and a certificate to this effect shall be issued by IISER to the contracting agency.
- 20) In case, the agency / firm / company fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISER Pune is put to any loss / obligation, monitory or otherwise, IISER Pune sha II be entitled to get itself reimbursed out of the outstanding bills / performance security deposit to the exte nt of the loss or obligation in monitory terms.
- 21) The successful tenderer will have to execute an agreement with IISER Pune broadly covering scope of wor k, requirements, terms and conditions of the services to be provided to the IISER on a non-judicial stamp p aper of appropriate value, the cost of which will be borne by the successful agency/firm/company. The draft of the agreement is appended to this Tender Document.
- 22) The contract may be terminated in any of the following contingencies:
  - a) On giving one-month notice by IISER Pune. OR
  - b) On the expiry of the contract, without any notice. OR
  - c) On giving one-month notice by IISER Pune at any time during the tenancy of contract, in case t he services rendered by the Advertising Agency are not found satisfactory and in conformity w ith the terms and conditions of the contract and the standard prescribed for services. OR
  - d) On assigning of the contract or any part thereof or any benefit or interest therein or there und er by the Advertising Agency to any third party for sub-letting the whole or a part of the contra ct to any third party. OR
  - e) On Advertising Agency being declared insolvent by the competent Court of Law without any no tice.

In case of termination of contract on the grounds mentioned above OR in case Advertising Agency decides to conclude the contract before the expiry of initial twelve months' contract period, the Institute shall forfeit the Bank guarantee and the Advertising Agency shall not have any claim/right against the Institute.

In case of extension beyond initial period of one year, Advertising Agency will have an option to conclude the contract by giving three months' notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situations stated above, the Advertising Agency shall keep on discharging its duties as before till the expiry of notice period.

- 23) In case of Dispute or difference arising between the IISER Pune and contracting agency relating to any mat ter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications o r re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Dire ctor IISER Pune, if he is unable / unwilling to act, to the sole arbitration or some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 24) In case of any dispute, only Pune Court will have jurisdiction.
  - 25) The Director, IISER Pune reserves the right to cancel the tender or amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any sta ge without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regar d shall be final and binding on all.

#### 3. Forms of EMD and PBG

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

Director Indian Institute of Science Education and Research Pune payable at

Pune

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

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director Indian Institute of Science Education and Research Pune

Account No.

30042605732

IFSC Code

SBIN0003552

Bank Name

STATE BANK OF INDIA

Branch address

NCL Campus Branch, Pune 411008

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 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

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

#### 8. Service & Support

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

#### 9. Forms of EMD and PBG

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

Director Indian Institute of Science Education and Research Pune payable at

Pune

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

#### 10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director Indian Institute of Science Education and Research Pune

Account No.

30042605732

IFSC Code

SBIN0003552

Bank Name

STATE BANK OF INDIA

Branch address

NCL Campus Branch, Pune 411008

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# अस्वीकरण/Disclaimer

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.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. 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 catalogs 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 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 सामान्य नियम और शर्ते/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्ते/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India, 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---