

Bid Corrigendum

GEM/2025/B/6197405-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

Corrigendum is published for correcting the typo error in mentioning of NABCB website address. Reference of <https://nabcb.qci.org.in> in any part of bid document shall be read as <https://nabcb.qci.org.in>

The following changes are made in bid document:

Reference	Existing	Revised (correct)
Clause no.01 of Buyer Added Bid Specific ATC (Buyer added text-based ATC clauses):	https://nabcb.qci.org.in	https://nabcb.qci.org.in
Clause no. 09 of Buyer uploaded ATC document	https://nabcb.qci.org.in	https://nabcb.qci.org.in

Name of Package: Annual Maintenance Contract For O&M Of POWERTEL Telecom Repeaters Stations and PoPs in Telangana and part of Andhra Pradesh In SR-I Region Pkg-A)

1. Evaluation of bids (for QR compliance) shall be carried out based on TPIA verified documents submitted with the bid. Bids submitted without TPIA's verified/certified documents specific to the tendered package shall not be considered for evaluation and the bid shall be summarily rejected.

Certification of Documents by NABCB accredited TPIA (Third Part Inspection Agency)

TPIA means— A third party inspection agency which is registered under "NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A" in QCI's NABCB website (<https://nabcb.qci.org.in>).

The verification and certification should necessarily include the name and contact details (contact number and e-mail ID) of the certifying officer, TPIA name with the address of TPIA branch undertaking the certification.

Document Verification/Certification:

a. Bidder shall submit the certificate from TPIA along with the bid for the tendered package as per the Format enclosed at Bidding Form-1 of ATC.

b. All charges/Fee for the services rendered by Third party Inspection agency (TPIA) shall be borne by the Bidders. The submission of authentic documents is the prime responsibility of the Bidder. However, POWERTEL reserves the right to get the document cross verified at its own discretion.

Certification from TPI Agencies who are under suspension by NABCB/Holiday list or not having valid accreditation from NABCB, shall not be considered during tender/bid evaluation.

The Employer shall be the sole judge in this regard and the Employer's interpretation of the Shortlisting shall be final and binding.

- 2. Quantity Variation:** Percentage for the quantity variation under this tender shall be limited to plus/ minus thirty (+/- 30) percent of the total contract value with individual items to vary up to any extent, during any time of the contract at same rate and terms & conditions POWERGRID Teleservices Limited (PowerTel) Amendment to the quantity variation shall be given as per requirement.

3. QR: Qualifying Requirement for Manpower based service contract

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QUALIFYING REQUIREMENTS FOR ANNUAL MAINTENANCE CONTRACT FOR O&M OF POWERTEL TELECOM REPEATERS STATIONS AND POPS IN TELANGANA AND PART OF ANDHRA PRADESH IN SR-I REGION_(PKG-A)

1.1 QUALIFICATION CRITERIA

Qualification of bidders will be based on meeting the minimum pass/ fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical Experience and Financial Position of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

The Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidder's work/ facilities visit ; (iii) details of works executed , works in hand , anticipated in future & the balance capacity available for the present scope of work; (iv) details of, manpower and financial resources; (v) details of quality systems in place ; (vi) past experience and performance ; (vii) customer feedback ; (viii) banker's feedback etc.

The Employer reserves the right to waive off minor deviations if they do not materially affect the capability of a bidder to perform the contract.

1.2 TECHNICAL EXPERIENCE

The Bidder must have **successfully completed#** maintenance services of at least **Ten (10) nos.** of Telecom Repeater Shelters/POP **for one (1) year** or more in India in not more than **three** contracts within last **seven (7)** years as on originally scheduled date of bid opening i.e... **19.05.2025**.

Successfully completed #: 1) Certificate issued by the Employer (an end user) certifying the operation without any adverse remark

1.3 FINANCIAL POSITION

(a) Minimum Average Annual Turnover *(MAAT) for the best three (3) years i.e. 36 months out of last five (5) financial years of the bidder should be at least **Rs 1,69,63,179/-**

Note:

- (i) “*” Annual Gross Revenue from operations / Gross operating income as incorporated in the profit & loss account excluding other operative Income/ other income.
- (ii) In case bidder is a holding company, the financial position criteria referred to in clause 1.3 above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause 1.3 above shall be that of subsidiary company only (i.e. excluding its holding company).
- (iii) RELAXATION FOR MSEs / START-Ups:
 - (a) Requirement of MAAT specified at Para 1.3 above, shall be waived off for MSEs bidders.
 - (b) START-Ups shall also be considered qualified if they meet 80% (Eighty per cent) of the requirements specified at Para 1.3 above.
 - \$ MSEs as defined in bidding documents.
 - \$\$ START-UPS as defined by DIPP, applicable as on the originally scheduled date of bid opening mentioned above.

1.4 The Bidder shall furnish documentary evidence in support of the qualifying requirements stipulated as above.

4. Price Bid:

(a) Bidders are requested to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work incl. GST as per the Bidding Documents. The Bid Prices quoted by the bidders cover all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on “Single Responsibility” basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents including Scope of Work.

(b) A Price Breakup sheet (in excel) has been attached to the Price Schedule in the bid. Estimator

d cost including Overhead charges (@6.5% of minimum wages) (except Contractor's profit and applicable GST) has been indicated in the price schedules. The Overhead Charges caters to the expenses to be incurred by the Contractor towards procuring labour license, compliance of PF & ESI, operational cost of contract including bank charges towards CPG, cost of manpower replacement as and when required, interest on the amount deducted from the running bills towards TDS, Security Deposit etc. and Cost of coordination / management of the labour engaged in the Contract etc. The above rate of Overhead Charges shall be fixed for entire duration of Contract. 6.5% of overhead charges shall be paid on the prevailing minimum wages.

- (c) Bidders are required to fill the profit (excluding GST) as % (percentage) of the base price in the attached Price Breakup and quote the final amount (Incl. GST) in GeM portal, which shall be fixed for entire duration of Contract. Contractor profit margin shall be paid on prevailing minimum wages. Bidders shall have to upload the duly-filled Price Breakup in pdf format under "Financial Document Indicating Price Break Up" on GeM Portal only. **Bidders shall not upload the Price Breakup in Technical part of the Bid in soft copy and shall not submit any price component in Hard copy of the bid, otherwise their bid shall be rejected, and no further clarification shall be sought.**

- (d) The above quoted prices are exclusive of Cost of movement/Night Halt charges which shall be provided by POWERTEL to the Contractor as per Technical Specification/Scope of Work.

- (e) In addition to the above, **the premium charges of Mediclaim Insurance policy will be reimbursable (Maximum 3.25% of wages) on submission of original receipt for those employees who do not fall under ESI Policy. No additional payment would be paid against this policy.**

- (f) In addition to the above, a lumpsum amount of Rs. 3,500/- (incl. GST) per head per annum shall be paid to the Contractor towards Uniform/ liveries as per the following break-up:

Sl. No.	Item	Quantity	Tentative Amount (INR)
1.	Pant & Shirt	Two Pairs	1,500.00
2.	Shoe & Socks	One Pair	900.00
3.	Sweater	One	600.00
4.	Raincoat	One	500.00
	Total		3,500.00

- (g) This bid has been created with floor price (minimum value) which is indicated in the price schedule. Bidders are advised to quote above the minimum floor value.

- (h) In case of a discrepancy in price quoted in GeM portal and Price Breakup provided by the bidder,

der, the price in GeM shall prevail.

(i) In case of mismatch in the prices as per Breakup and lumpsum bid price quoted on the GeM Portal, the same shall be revised by adjusting the prices of items on the pro-rata basis matching the lumpsum quoted price.

(j) In case the Price Breakup is not submitted along with the bid the same shall be sought from the bidder before award of contract.

5. **e-RA:** e-Reverse Auction shall be conducted as per the provision and Business rules available in the GeM Portal for e-Reverse Auction-**Not applicable for this package.**

6. **Liquidated damages - Shall be as per GeM**

7. **MSME criteria:** Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registration portal and provide a copy of Udyam Registration certificate, as documentary evidence in its bid in line with notification of Government of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1 st June, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii) and GeM GTC. In case of non-submission of the above-mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE.

Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Industries Board (KVIB)/ Coir Board or National Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Memorandum etc. may not be accepted for classification as MSE.

If a bidder is MSE (based on the documents submitted in the bid) but has not claimed for “MSE Purchase Preference” in GeM for the subject tender, MSE purchase preference shall not be extended for that bidder in that tender.

8. **Amendment/Substitution/Addition to GTC and SLA, Qualifying Requirements, certain forms to be uploaded while Bid Submission and other documents are attached at **Buyer uploaded ATC document.****

Forms/Appendix (contents) in **Buyer uploaded ATC document is as below:**

Annexure-QR	Qualifying requirements	
Bidding Forms		

1.	FORMAT FOR CERTIFICATION BY TPIA TO BE PROVIDED ON THEIR LETTER-HEAD	To be submitted in the bid
2.	Information regarding Ex-Employees of POWERGRID/POWERTEL in our organization	To be submitted in the bid
3.	Option for contract performance guarantee and Information for E - payment, PF details and declaration for Micro/ Small and Medium Enterprise	To be submitted in the bid
4.	Additional Information	To be submitted in the bid
5.	Declaration of Key Managerial Person and Power of Attorney holder to be Submitted in Company Letter Head duly Signed & Sealed	To be submitted in the bid
6.	Affidavit of Self certification regarding Minimum Local Content	To be submitted in the bid
7a.	INTEGRITY PACT	To be submitted in the bid
7b.	SAFETY PACT	To be submitted in the bid
8.	Declaration Regarding Events Encountered	To be submitted in the bid
9.	Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)	To be submitted in the bid
10.	Declaration by the bidder for 'Code of Integrity for Public Procurement'	To be submitted in the bid
11.	Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy	To be submitted in the bid

12.	Declaration for Acknowledgement and Acceptance of Supplier Code of Conduct	To be submitted in the bid
Sample Forms		
1	BID SECURITY FORM	
2	FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK	
3	PERFORMANCE SECURITY FORM	
4	FORM OF INDEMNITY BOND..... HANDLED OVER IN ONE LOT BY	
5	FORM OF INDEMNITY BOND..... HANDLED OVER IN INSTALLMENTS	
6	FORM OF AUTHORISATION LETTER	
7	FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED	
8a	FORM OF EXTENSION OF BANK GUARANTEE	
8b	FORM OF EXTENSION OF INSURANCE SURETY BOND	
9	BANK CERTIFICATE	
Appendix		
I	Sample format of E-stamp paper	
II	Code of Integrity for Public Procurement policy	

IV	Compliance with Labour Regulations	
V	Safety Precautions	
VI	Supplier Code of Conduct	

9. Only **Class-I Local suppliers** are eligible to bid. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to **100%**. Firms who are not Class-I local supplier shall not be eligible to bid.

10. Earnest Money Deposit (EMD): The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated below*.

*The amount of Bid Security shall be **Rs. 5,33,000/-**

Categories of Bidders exempted from submission of Bid Security are as per GeM GTC. The Bidders exempted from submission of Bid Security shall have to upload the documentary evidence in support of exemption of Bid Security.

The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order/bank certified cheque in favour of POWERGRID Teleservices Limited payable at Gurgaon or a bank guarantee from a nationalized bank or Insurance Surety Bond from an insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of bank guarantee/Insurance Surety Bond shall be in accordance with the form of bid security included in the Sample Forms below.

Bid Security shall be valid upto **25.01.2026** (250 days from bid opening date), or any other date as subsequently requested.

For the Bank Guarantee, Non-judicial Stamp Paper of appropriate value as per stamp act shall be purchased in the name of executing Bank only.

In case the bidder opts for submission of BG in e-stamp, First party must be the issuing bank and second party must be 'POWERGRID Teleservices Limited'. Also, stamp duty for purchase of E-stamp paper must be paid by the issuing bank (sample format attached as Appendix-I of **Buyer uploaded ATC document**).

1.3 The Account details of POWERTEL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	POWERGRID Teleservices Limited Current A/c No.
ICICI BANK, PGCIL-Corporate Office, Plot No. 2, Sector 29, Gurugram, Harayana122001	ICIC0000572	057205000386

In case of Bank Guarantee (towards Advance Payment Security, if applicable and Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERTEL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERTEL is PTSL5820165. In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in Bid Documents.

Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security along with the bid, except categories of Bidders exempted from submission of Bid Security are as per GeM GTC, shall be rejected by the Employer as being nonresponsive pursuant to GeM GTC Clause 4(xiii) (m)

Those MSE Bidder (based on the documents submitted in the bid) who have not claimed for "EMD exemption" in GeM for the subject tender, EMD exemption benefits shall not be extended for that bidder in the subject tender as per GeM procedures/policies.

11. Security Deposit/Contract Performance Guarantee

A.

- i. The successful bidder is required to submit a Contract Performance Guarantee (CPG) within twenty-eight (28) days after receipt of the Notification of Award/GeM Contract/LOI whichever is earlier, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer/Owner# as stipulated in SCC in the Form of unconditional Bank Guarantee/Insurance Surety Bond / online payment in POWERGRID Teleservices Limited account for an amount equal to 05% (five) of total Contract value. The same shall be extended by the bidder time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. BG Format attached in "Buyer uploaded ATC document"
- ii. The Bank Guarantee for performance security is to be provided by the Contractor, which should be issued either:
 - a. by a Public Sector Bank located in India or
 - b. a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or
 - c. by a foreign Bank or a subsidiary of a foreign Bank, acceptable to the Employer, and

ith overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivalent by a reputed rating agency.

Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India or (ii) a scheduled commercial private bank located in India as per para (b) above.

Or

B.

Security deposit amount shall be deducted at the rate of 05% from the running bill (s) till 5% of the maximum overall Contract price has arrived. This amount shall be kept till ninety (90) days beyond the Defect Liability Period as may be required under the Contract including any extensions, if granted and shall be released only after completion of the contract.

The CPG/Security amount will not earn any interest, whatsoever the period retained by PowerTel.

- 12.** Scope and details of work, payment, penalties etc., shall be as per **Scope of work & Job description** attached in bid document.

- 13.** A check list to minimize the common errors committed by the Bidders during submission of Bids is attached below:

Sl.No.	Document	Submitted Yes/No
1	Format for certification by TPIA to be provided on company letterhead (attached at Bidding Form No. 1 of Buyer uploaded ATC document), along with supporting documents as per Annexure-QR, technical / work experience details, financial details and other documents	
2	EMD or valid EMD exemption certificate as per GeM GTC	
3	Price Schedule and quoting of the same on GeM portal as per buyer added ATC-Sl.No.4 above	

4	Information regarding Ex-Employees of POWERGRID/POWERTEL in our organization (attached at Bidding Form No. 2 of Buyer uploaded ATC document)	
5	Option for contract performance guarantee and Information for E – payment, PF details and declaration for Micro/Small and Medium Enterprise (attached at Bidding Form No. 3 of Buyer uploaded ATC document)	
6	Additional Information (attached at Bidding Form No. 4 of Buyer uploaded ATC document)	
7	Declaration of Key Managerial Person jointly with Power of Attorney holder (attached at Bidding Form No. 5 Buyer uploaded ATC document)	
8	Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100 (attached at Bidding Form No. 6 Buyer uploaded ATC document)	
9	Integrity Pact (attached at Bidding Form No. 7a Buyer uploaded ATC document) and Safety Pact (attached at Bidding Form No. 7b Buyer uploaded ATC document) [Two copies each, to be submitted on a non-judicial stamp paper of Rs. 100]	
10	GST/PAN/PF/EPF registration etc. as per Buyer uploaded ATC document	
11	Declaration by the bidder regarding events encountered (available at Bidding Form No. 8 of Buyer uploaded ATC document)	
12	Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (attached at Bidding Form No. 9 of Buyer uploaded ATC document)	
13	Declaration by the bidder for 'Code of Integrity for Public procurement (available at Bidding Form No. 10 of Buyer uploaded ATC document)	
14	Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (available at Bidding Form No. 11 of Buyer uploaded ATC document)	

15	Declaration for Acknowledgement and Acceptance of Supplier Code of Conduct ((available at Bidding Form No. 12 of Buyer uploaded ATC document)	
16	Self-declaration on company Letter head to comply for documents attached in "Scope of work & Job description" attached in bid document	

14. In addition to the amount quoted in GeM for minimum wages below components are paid as described below:

- a) **the premium charges of Mediciam Insurance policy will be reimbursable (Maximum 3.25% of wages) on submission of original receipt for those employees who do not fall under ESI Policy. The amount for 2 years and calculation in line with no. of manpower given in BoQ sheet.**
- b) **a lumpsum amount of Rs. 3,500/- (incl. GST) per head per annum shall be paid to the Contractor towards Uniform/ liveries as per the following break-up:**

Sl. No.	Item	Quantity	Tentative Amount (INR)
1.	Pant & Shirt	Two Pairs	1,500.00
2.	Shoe & Socks	One Pair	900.00
3.	Sweater	One	600.00
4.	Raincoat	One	500.00
	Total		3,500.00

- c) Cost of movement/Night Halt charges which shall be provided by POWERTEL to the Contractor as per Technical Specification/Scope of Work.

The expected quantity of movement/Night Halts during the contract tenure is given below

Cost not included in GeM bidding but kept in Contract for utilization of quantities on need basis				
Sl. No.	Qty	Unit	Unit rate	Total amount (Rs.)
Employee Compensation Policy including Mediciam instead of ESI (Including Overhead)	2	Years	(breakup given in BoQ)	2,02,223.95

Night halt as per TS	192	per night	₹ 1000 per night	1,92,000.00
Movement as per TS Local	10800 0	Km	₹ 4.00 per Km	1,92,000.00
Movement as per TS Outstation	22800 0	Km	₹ 6.00 per Km	4,32,000.00
Total (excl.GST)				₹ 10,18,223.95
GST (18%)				₹ 1,83,280.31
Uniform/Liveries @3500/Incl. GST per person per year	2	years	No. of manpower x Year x 3500	1,96,000.00
Total amount not included in GeM Contract but kept in Contract for utilization of quantities (incl GST)				₹ 13,97,504.26

Total contract value incl.GST (W) = (GeM Contract value + 13,97,504.26/-)

Remarks:

- Quantity variation of 30% is applicable on **total contract value (W)**
- CPG shall be on **total contract value (W)**

15. In case of any contradiction in terms and conditions between the GeM Policy and Power Grid Bidding Document, the latter shall prevail.

16. Assignment Clause:

POWERGRID have transferred its telecommunication business to POWERGRID TELESERVICES LIMITED with effect from October 01, 2023.

Any document submitted by the bidder against this bid shall be valid for evaluation and award by PowerGrid Teleservices Limited.

In particular, the PO shall be issued by POWERGRID TELESERVICES LIMITED and the invoice(s) shall be raised on POWERGRID TELESERVICES LIMITED"

17. Contact details:

- pawar.ranjeet@powergrid.in
- mohan@powergrid.in
- sammata@powergrid.in

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

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

