

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Power Grid Corporation Of India Limited
संगठन का नाम/Organisation Name	Powergrid Teleservices Limited
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :buyer27.pgcil.delhi@gembuyer.in Buyer Email id: devendra.meena@powergrid.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Maintenance Contract of Underground -Overhead OFC links of Bhopal Intracity and LMC for providing the last mile Connectivities to various cities of MP except Indore for the period of the Three Years under PKG- A1
समान श्रेणी/Similar Category	- Dark Fiber Lease Service - Point to Point Based - Dark Fiber Lease Service - Kilometer Based - P2P Connectivity Service
अनुबंध अवधि /Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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 दस्तावेजों 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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	7 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	318400

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

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

लाभार्थी /Beneficiary :

POWERGRID Teleservices Limited

Western region telecom control centre, 1st floor, Samruddhi venture park, MIDC Area , Marol, Andheri East, Mumbai-400093

(Powergrid Teleservices Limited)

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in

respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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.

3. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price_Schedule - [1790768192.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1791278613.pdf](#)

Instruction To Bidder:[1791278629.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1790768263.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1790768276.pdf](#)

Scope of Work:[1790768458.pdf](#)

Penalties:[1790768475.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1790768479.pdf](#)

GEM Availability Report (GAR):[1790768488.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1790768514.pdf](#)

Payment Terms:[1790768556.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1790768564.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1790768578.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-10-2026 11:00:00	Join: https://teams.microsoft.com/meet/484164335861446?p=aBbu7JY9AurB3owDeG Meeting ID: 484 164 335 861 446 Passcode: MB2Xn7PQ

Custom Bid For Services - Annual Maintenance Contract Of Underground -Overhead OFC Links Of Bhopal Intracity And LMC For Providing The Last Mile Connectivities To Various Cities Of MP Except Indore For The Period Of The Three Years Under PKG- A1 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Maintenance Contract of Underground -Overhead OFC links of Bhopal Intracity and LMC for providing the last mile Connectivities to various cities of MP except Indore for the period of the Three Years under PKG- A1
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Abhishek Garg	462016,Powergrid Teleservices Limited, E-5/102, Arera Colony, Near Habib Ganj Station, Bhopal-462016	Project / Lumpsum Based	N/A

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annual Maintenance Contract of Underground /Overhead OFC links (Total 47.4 kms) of Bhopal Intracity and

LMC (12Km) for providing the last mile Connectivities to various cities of MP except Indore for the period of the Three Years under PKG- A1 in Western Region

1. **Experience Criteria:** Documents in support of technical Qualification requirements attached at Project Experience and Qualifying Criteria Requirement to be uploaded by the bidder on portal.
2. **Bidder Turnover:** Documents supporting the Financial Qualification requirements attached at Project Experience and Qualifying Criteria Requirement to be uploaded by the bidder on portal. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separately) immediately preceding the date of submission of bid to be uploaded.
3. **Certificate: Bid Forms and Attachments (Bid Form for First Envelope or Bid Form and First Envelope)** attached at "Any other Documents As per Specific Requirement of Buyer -2" need to be filled and uploaded on GeM portal only. **In case of non-submission of bid form & attachments (Bid Form for First Envelope or Bid Form and First Envelope) in the portal (soft copy part of the bid/Technical Bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected. For simplicity the excel copy of the Bid Form for First Envelope or Bid Form and First Envelope) can be downloaded from CPPP Portal/POWER GRID's Tender Website for subject tender. However, any discrepancies in the bid form submitted may lead to rejection.**
4. **Additional Doc 1:** Documents requested at ITB 15.4 shall be scanned & uploaded on the portal.
5. **Additional Doc 2:** Bid Security, Power of Attorney, Safety Pact, Integrity Pact, Attachment-20, Attachment-21, Attachment-24, Attachment-25, Attachment-26, Attachment-27, Attachment-28 need to upload on portal and Original hard copy of same to be submitted to the address:
DGM (CS),
POWERGRID Teleservices Limited,
Western Region Telecom Control Centre,
1st Floor, Samruddhi Venture Park MIDC Area,
Marol, Andheri (East), Mumbai-400093.
6. **Additional Doc 3 & 4: Any other documents by bidders**
7. Bidders are requested to quote their lumpsum offer (incl. all taxes) against the custom bid in the financial portion of the bid and the detailed price break-up against the uploaded BOQ (excel file uploaded (Price Schedule)) must be uploaded by bidders in the financial portion of the bid only. However, in case price break-

up is not submitted by any bidder in the financial portion of the bid, same shall be requested from the L1 bidder only before placement of the award.

Bidders uploading the duly filled BOQ/Price in the technical bid shall be rejected and no further clarification shall be sought.

8. **Quantity variation:** Percentage for the Change Proposal under this Clause shall be limited to minus thirty (- 30) to plus Fifty (+50) percentage of the total contract value indicated in Price Schedule during any time of the contract at same rate and terms & conditions with implementation schedule of Three Months. The individual items may vary to any extent depending on the actual site conditions & execution for the subject package.
9. **Liquidated damages clause:** For any delay in execution of Last Mile work and OFC Laying for preventive works, Deduction shall be applicable as Liquidated Damages (LD), a sum of 0.05 % of the connectivity cost for per day delay. Cumulative LD for all links stipulated under this contract shall be limited to 5 % of contract price of PM & LMC

10. 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&Indutries 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.

11. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

Standard Bidding documents of POWERGRID comprises of the following:

- | | | |
|----|---------------------------|------------|
| a) | Conditions of Contract | Volume-I |
| b) | Technical Specifications | Volume-II |
| c) | Bid Form, Price Schedules | Volume-III |

However, the same has been accommodated as per GeM custom Bid requirement. Bidders are requested to refer to the table below to understand the bidding documents composition and make themselves aware of the volume and section referred therein. All documents forming part of the Bid Document are intended to be correlative, complementary, and mutually explanatory.

S. No	POWERTEL's Bid Documents Volume No	Section	GeM Custom Bid description
1	Vol-I- Conditions of Contract	Section I- Invitation for Bids (IFB)	Introduction about the project /Services being proposed for or procurement using custom bid functionality
		Section II- Instructions to Bidders (ITB)	Instruction To Bidder
		Section III- Bid Data Sheet (BDS)	
		Annexure-A to Section III - BDS Qualifying Requirements	Project Experience and Qualifying Criteria Requirement
			Pre-Qualification Criteria (PQC) etc if any required
		Section IV- General Conditions of Contract (GCC)	1.Payment Terms 2.Any other Documents As per Specific Requirement of Buyer -1
		Section V- Special Conditions of Contract (SCC)	
		Section VI- Sample Forms and Procedures (FP)	
2	Vol-II- Technical Specification	Technical Specification	Scope of Work
			Quantifiable Specification / Standards of The Service/ BOQ
			Penalties
3	Vol-III- Bid Form, Price Schedules & Technical Data Sheets	Bid Form for First Envelope & Checklist	Any other Documents As per Specific Requirement of Buyer -2

		Price Schedule/Bid Form for Second Envelope	Buyers Are Requested To Upload The Format For Price Breakup Of The Lumpsum Offering To Be Provided By The Service Provider (Please Provide The Format If Financial Upload Required Is Selected As "Yes" While Creating Bid)
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12. **Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of Technical bids. The above Bid validity period shall supersede any other clause in GeM Bid. All bidders shall comply the same in their bid and accept the bid validity extension in GeM portal, whenever requested by the buyer.
13. **Contract Performance Guarantee:** 5% with validity of 39 Months (36 Month PO Validity +3 Month) which is to be extended if required as per Technical specifications. Besides, the additional claim period for the performance security in the form of Bank Guarantee/Insurance surety Bond shall be six(06) Months beyond end of validity period of the said instrument. No interest shall be payable by the Employer on the above CPG
14. **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 above.

The EMD may be submitted in the following formats,

1. Demand draft with Account Payee Demand Draft in favour of **PowerGrid Teleservices Limited** payable at Gurgaon
2. Bankers Cheque with Banker's Cheque in favour of **PowerGrid Teleservices Limited** payable at Gurgaon.
3. Bank Guarantee/Insurance Surety Bond- Format attached in "Buyer uploaded ATC document". BG/Insurance Surety Bond shall be valid for 250 days from the original date of bid opening.
4. Online Payment- EMD can be submitted as online payment in **PowerGrid Teleservices Limited** bank account as detailed below.

Name of Bank and Address	IFSC Code	PowerGrid Teleservices Limited Current A/c No.
ICICI Bank, Power Grid Corporation Of India Ltd, Corporate Office, Plot No. 2, Sector 29, Near Iffco Chowk., Gurgaon, Haryana, 122001	ICIC0000572	057205000386

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

15. The mandatory documents to be uploaded in bid by bidders:

- a. Scanned copy / proof of the Bid Security (EMD) by the bidders. The bidders who are exempted from submission of EMD shall submit documentary evidence for the same.
- b. Self-declaration on company Letter head to comply for **Instruction To Bidder, Introduction about the project, Scope of Work, Payment Terms, Service Level Agreement, Pre Qualification Criteria, Special Terms and Conditions (STC) of the Contract.**
- c. Safety Pact (attachment-18 in first envelop and bid forms), Integrity Pact (Attachment-14 in first envelope and bid forms)
- d. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Payment terms, insurance and sample forms' in payment Terms)" need to be filled and uploaded.
- e. Local Content Declaration: Bidders shall submit Self certification regarding Local Content in line with PPP-MII order and DoT Order, on a non-judicial stamp paper of Rs. 100/-. (Format given in Attachment-21 of first envelop and bid forms).
- f. Audited Balance sheets of last 5 financial years.
- g. Supporting documents (POs and performance certificate) for compliance of technical experience as per PowerTel Qualifying requirements (QR).
- h. Power of Attorney
- i. Company details (Registration certificate, GST registration certificate, PAN, bank details with proof, profile of the company, MSME if applicable, PF details etc.,)

The above list is exhaustive; however, bidders are requested to go through the bid document and submit the requisite documents.

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

17. **Vendor Grievance redressal mechanism:** Vendors/Contractor/Supplier can Submit their grievances under the contract pertaining to Post-Award matters broadly under following categories- Payment/Matter related to Integrity Pact & IEMs/Others, Through POWERGRID's Vendor Grievance Portal(VGP).

Link to access Vendor Grievance Portal (VGP) is given below:

<https://apps.powergrid.in/vendorgrievance/t/login>

18. All bidders participating with same IP no. shall be technically rejected.

19. Bidders can submit their queries online to the below mail ids and clarification will be provided for the same via mail.

- i. devkant@powergrid.in
- ii. devendra.meena@powergrid.in

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/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 शर्तें/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 कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---