

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-09-2026 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	Grid Controller Of India Limited
संगठन का नाम/Organisation Name	Grid Controller Of India Limited
कार्यालय का नाम/Office Name	Grid India
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :cc-contracts@grid-india.in Buyer Email id: avadheshjha@grid-india.in
वस्तु श्रेणी /Item Category	Dark Fiber Lease Service - Point to Point Based - Wet Lease; Single Mode; Intracity; 1; Duct/ Subduct; 300 MBPS; 1500
अनुबंध अवधि /Contract Period	1 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,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
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	5 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	578200
Payment Timelines	Payments shall be made to the Seller within 15 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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	12000

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).	15

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

GRID-INDIA

Grid Controller of India Limited, GRID INDIA Bhawan, Ground Floor, Ayurvigyan Nagar, August Kranti Marg, New Delhi-110049

(Grid Controller Of India 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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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 100% (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. 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 :

Bill of Quantity - [1788246969.xlsx](#)

Dark Fiber Lease Service - Point To Point Based - Wet Lease; Single Mode; Intracity; 1; Duct/ Subduct; 300 MBPS; 1500 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type Of Lease	Wet Lease
Type Of Optical Fiber Cable	Single Mode
Type of Route	Intracity
Count Of Pairs	1
Type Of Cable Laying	Duct/ Subduct
Speed required (In MBPS)	300 MBPS
Maximum Transmission Unit (MTU)	1500
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Name/Address Of Origin Location	National Load Despatch Centre, Grid Controller of India Limited, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016
Name/Address Of Destination Location	Corporate Centre, GRID-INDIA Bhawan, Grid Controller of India Limited, Ayurvigyan Nagar, August Kranti Marg, New Delhi-110049

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.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity to be set as "1"	अतिरिक्त आवश्यकता /Additional Requirement
1	Abhishek Kumar Gupta	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	1	Number of months of Lease : 12

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

1.0 The bidder shall submit following mandatory documents along with the bid:

Sl. No.	Description of the documents to be uploaded with bid	Remarks
I	i) EMD/Bid Security Declaration Form ii) Bid Acceptance Letter iii) Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	As given in Annexures of ATC document
II	Documents towards Qualifying Requirement	As given in ATC document

2.0 GRID-INDIA reserves the right to accept or reject any or all the tenders without assigning any reason thereof and without any cost implication to GRID-INDIA.

3.0 Scope of the project:

The successful bidder shall be responsible for supply, installation, and commissioning of a 300 Mbps Point-to-Point (P2P) Leased Line from NLDC, Katwaria Sarai to GRID-INDIA New Building, Ayurvigyan Nagar. The 300 Mbps Point-to-Point (P2P) Link between NLDC (Point A) and GRID-INDIA new building (Point B) shall be established strictly as an end-to-end Fiber-to-Fiber connection from source to destination. This configuration is essential to ensure high reliability, network stability, and consistent performance throughout the link's operational lifecycle.

Location A (Source): National Load Despatch Centre, Grid Controller of India Limited, B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016.

Location B (Destination): Grid Controller of India Limited, GRID-INDIA Bhawan, Ayurvigyan Nagar, August Kranti Marg, New Delhi, 110049.

- 3.1 The successful bidder shall be responsible for the supply, installation, and commissioning of all necessary hardware and software required for the successful implementation of the 300 Mbps Point-to-Point (P2P) Leased line from NLDC, Katwaria Sarai to GRID-INDIA New Building, Ayurvigyan Nagar. This includes the installation and configuration of modems, routers, and any other associated fibre optic equipment necessary to meet the performance and technical requirements defined under the contract.

4.0 Engineer-in-Charge:

GM (IT), NLDC or his authorized representative shall be the Engineer-in-Charge for subject package. The address is given below:

General Manager (IT),

National Load Dispatch Center,
Grid Controller of India Limited,
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi – 110016.

5.0 Rates

Rates shall be firm and fixed within duration of the contract without any deviation. Service provider shall quote single price for each offered bandwidth, no extra cost for any services including cabling, cost of end equipment's (if any) shall be paid by the Owner.

6.0 Work Schedule

Four (04) weeks from the date of issuance of contract for the establishment of P2P link.

7.0 Commissioning and Acceptance of Links

The P2P link shall be considered commissioned only after issuance of satisfactory certificates from Engineer-in-Charge.

8.0 Duration of Contract

The duration of the contract shall initially be for a period of one (01) year, with a provision for extension for an additional period of one (01) year at the same rates, terms and conditions on mutual consent basis.

9.0 Termination of Contract

During the entire period of the contract, if at any point of time, service provider fails to deliver the services as per the Scope of Work detailed in the contract, due to any lapse / reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice to the service provider.

Also, during the entire period of contract, if it has been felt that services envisaged under the contract is required partially/not required, the owner reserves the right to terminate the contract in partial/full by giving one-month advance notice to the service provider without mentioning any reasoning. Under such conditions, the payments for that period would be made on a pro-rata basis and shall be restricted till the notified date of termination of service. In the case termination/cancellation of the order, the service provider will not be entitled to recover from Owner any amount by way of damages, loss or otherwise.

10.0 Payment Terms

- a. The billing period shall commence from the date of acceptance of the link(s) by the Owner, following the issuance of the Acceptance Certificate by the Engineer-in-Charge or their authorized representative.
- b. Any applicable one-time charges shall be released upon successful acceptance of the link(s) and issuance of **Service Delivery Acceptance Certificate (SRAC)** and submission of invoice.
- c. Payments towards the Annual Recurring Charges (ARC) shall be released on a quarterly basis after completion of each quarter, subject to verification and certification by the Engineer-in-Charge or their authorized representative upon issuance of **Service Delivery Acceptance Certificate (SRAC)** and submission of invoice.
- d. Tax shall be deducted at source as per the statutory laws

11.0 Paying Authority:

General Manager (Finance)

Finance Department

Grid Controller of India Limited

GRID-INDIA Bhawan, Ground Floor
Ayurvigyan Nagar, August Kranti Marg
New Delhi - 110049

12.0 Quality of Service (QoS)

12.1 Guaranteed Uptime

The successful bidder shall ensure availability of full/granted capacity to the Owner and uptime shall be maintained for a minimum of 99.50% on monthly basis. The following conditions shall be applicable for calculation/measurement of uptime and compensation for not meeting the QoS for this parameter:

- (a) Continuous breaks in service for a period of 15 minutes or more shall be treated as downtime and shall be accounted for calculation of availability on a cumulative basis over a calendar month. If the service uptime is less than 99.50% except for force majeure conditions and for reasons attributable to the Owner.
- (b) **Availability Calculation:**

Availability shall be calculated as per the following formula:

$$\text{(Total Time - Down Time) X 100 / Total Time}$$

Deduction in payments, for each downtime, shall be made from the quarterly bills raised by the provider. Accumulated downtime shall be calculated quarterly and penalty for downtime shall be applicable as follows:

Sl. No.	Availability	Penalty for downtime (in % on Quarterly bill)
1.	$\geq 99.50\%$	0
2.	≥ 99.00 to < 99.50	10
3.	≥ 98.00 to < 99.00	20
4.	≥ 97.00 to < 98.00	30
5.	≥ 95.00 to < 97.00	40

6.	≥ 90.00 to < 95.00	50
7.	$< 90\%$	100

- (c) Availability calculation shall not include any service outage or interruption resulting from maintenance actions requested by or attributed to Owner. The service provider will notify to Owner at least two (2) days in advance of a scheduled maintenance period. The service provider will make a reasonable effort to schedule maintenance at a time agreeable to Owner. A single maintenance period shall not exceed one (01) hour. Service Outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for fifteen (15) minutes or less. Service provider may not directly notify to Owner in advance for such short-duration maintenance.

13.0 Qualifying Requirements for Bidders

13.1 General

- a) Qualification of bidder 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 document submitted during bidding.
- b) Grid-India, reserves the right to waive minor deviations to QR, provided it does not impact the execution of contract. The decision of Grid-India in this regard shall be final & binding on bidders.
- c) The owner reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessments in an overall interest of the owner.

13.2 Technical Requirement

- 13.2.1 The bidder shall possess a valid Department of Telecommunications (DoT) licence/certificate/agreement for operating its own telecom network.

Supporting Document: Copy of the valid DoT licence, certificate or agreement.

- 13.2.2 The service provider should have an independent NOC in India with 24x7 support, including the availability of service centres or personnel in Delhi to attend

faults. The bidder should furnish address and contact numbers (landline/mobile/toll-free) for logging complaints and support.

Supporting Document: Details of the NOC and Delhi-based support

13.2.3 The bidder must have experience of providing/executing Internet Leased Line (ILL) services, Point-to-Point (P2P) links, MPLS connectivity in State/Central Government establishments, Public Sector Enterprises, MNCs, Educational Institutions, or Corporate Entities during the last five (05) years as on the originally scheduled date of bid opening, as per the following:

a. One (01) successfully completed work/project of a value of not less than ₹ **4.63 Lakhs (₹3.7 Lakhs for MSEs & Start-up bidders).**

OR

b. Two (02) successfully completed works/projects, each of a value of not less than ₹ **3.47 Lakhs each (₹2.78 Lakhs for MSEs & Start-up bidders).**

OR

c. Three (03) successfully completed works/projects, each of a value of not less than ₹ **2.31 Lakhs each (₹1.85 Lakhs for MSEs & Start-up bidders).**

Supporting Document: Purchase Order/Work Order along with documentary evidence for supply and commissioning of the work. Any one of the following documents shall be considered as valid proof:

- a) Commissioning Certificate issued by the Purchaser/Owner Organization.
- b) Installation and Acceptance Certificate issued by the Purchaser/Owner Organization.
- c) Execution/Performance Certificate issued by the Purchaser/Owner Organization indicating the order value.
- d) Go-Live Certificate, Completion Certificate, or any other document evidencing successful execution and commissioning of the work.
- e) Or any other document, authenticated by the Purchaser/Owner, containing relevant information to conclusively establish that Bidder has provided/executed the relevant service.

The work should have been successfully executed and commissioned during the last five (05) years preceding the bid opening date.

13.3 **Other Requirement**

Following document shall be submitted by the bidder:

- a. Copy of PAN Card

- b. Copy of GST registration Number
- c. Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
- d. The bidder should not have been debarred or blacklisted by any Central Government / State Government / Autonomous Department(s) consecutively during the last three completed financial years. Self-declaration on the bidder's letterhead, duly signed by the authorized signatory shall be submitted.

14.0 Bid Security/EMD:

- 14.1 EMD is proposed **₹12,000/-** (Rupees Twelve Thousand only)
- 14.2 EMD/Bid security may be submitted via Account Payee Demand Draft/ Banker's check.
- 14.3 Micro and Small enterprises are exempted from the submission of EMD.

15.0 Further it is proposed that bidders who are exempted from the submission of EMD shall submit "**Bid Security Declaration**" attached as **Annexure-A**.

16.0 Performance Security

The contractor has to submit a Contract Performance Guarantee (CPG) as a performance guarantee as follows:

- 16.1 Bank Guarantee equal to Five (5%) of the Total GeM Contract Price of **Supply, Installation and Commissioning towards Contract Performance Guarantee** in favour of the Grid Controller of India Limited, within 30 days from the date of Contract. The Proforma of Bank Guarantee for Contract Performance is attached as **Annexure-E**.
- 16.2 **Contractor must provide the BG from banks which are already Structured Financial Messaging System (SFMS) Compliant. If contractor's banks are not SFMS Compliant, a declaration from bank is required.**

Contractor is required to ensure the bank issuing the Bank Guarantee sends SFMS in IFN 760COV (for new Bank Guarantee) and IFN 767COV (for any amendment in Bank Guarantee) through the SFMS platform as per details mentioned below:

S.No.	Description	Value

1	Name of Beneficiary	GRID CONTROLLER OF INDIA LIMITED
2	Beneficiary IFSC	ICIC0000007
3	Beneficiary Branch Name and Address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001

16.3 On the acceptance of CPG, EMD/Bid Security if submitted shall be returned to successful bidder.

16.4 In case of an extension of the contract for the period of one (01) year, validity of the already submitted BG shall be extended upto ninety (90) days after completion of one (01) year extended period.

16.5 CPG shall be returned to the Contractor on successful completion of the contract **within Ninety (90) days** of the end of completion of Contract Period.

17.0 Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

18.0 Contact Details of Tender Inviting Authority

Contracts & Material Department
Grid Controller of India Limited
GRID-INDIA Bhawan, Ground Floor
Ayurvigyan Nagar, August Kranti Marg
New Delhi – 110049

E-mail ID: cc-contracts@grid-india.in

Note:- Any effort by a Bidder to influence GRID-INDIA in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

2. Buyer Added Bid Specific ATC

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

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 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 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---