बिड संख्या/Bid Number: GEM/2026/B/8019322

दिनांक /Dated: 04-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-10-2026 11:00:00
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 Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :likaps.601a@gov.in Buyer Email id: kodirajasekharreddy246@gmail.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - hiring of 2 mbps circuit
समान श्रेणी/Similar Category	• Data Analytics Service • Dark Fiber Lease Service - Point to Point Based • Hiring of Professionals for Cloud, Network and Security • MPLS Connectivity (Port Charges) • VPN Gateway
अनुबंध अवधि /Contract Period	1 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes | Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 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 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	2 Days
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

आवश्यकता/Required	No

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).	14

(a).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.

लाभार्थी /Beneficiary :

buyer
UKSA SIG PL, Department of Military Affairs, Indian Army, Ministry of Defence
(Kodi Rajasekhar Reddy)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. 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.
5. **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.
6. 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.
7. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Instruction To Bidder:1789017085.pdf

Pre Qualification Criteria (PQC) etc if any required:1789017100.pdf

Scope of Work:1789017111.pdf

Payment Terms:1789017121.pdf

Penalties:1789017131.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1789017143.pdf

Project Experience and Qualifying Criteria Requirement:1789013364.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1789017154.pdf

GEM Availability Report (GAR):1789013374.pdf

Any other Documents As per Specific Requirement of Buyer -2:1789017236.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1789013383.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:1789017074.pdf

Any other Documents As per Specific Requirement of Buyer -1:1789017229.pdf

Custom Bid For Services - Hiring Of 2 Mbps Circuit (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	hiring of 2 mbps circuit
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

विवरण/ Specification	मूल्य/ Values
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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	**********	**********Dehradun	Project / Lumpsum Based	N/A

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

1. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-
(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
(i) Inhibit the desires and designed function of the equipment.
(ii) Cause physical damage to the user or equipment during the exploitation.
(iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SERVICE LEVEL AGREEMENT (SLA)

1. Over View : This agreement hereinafter called the service level agreement (SLA) is made on the ___day___month of 2026 to be effective between_____ (hereinafter called seller) of the one part and ____ having registered office at _____ (hereinafter called purchaser) . This SLA is for an e-tender for hiring of 2 Mbps media connectivity on OFC between Dehradun to Kotdwar (poin to pont)

2. Contract Period: The terms and conditions agreed upon below are valid for 01 (one) year fro m the date and time of commissioning . This required for the fine-tuning and optimizing of the network.

3. **Terms**: The terms and conditions agreed upon below are valid from the date and time of commissi oning. The required for the fine-tuning and optimization of the network.

4. **Scope**

4.1 The agreement cover all of the following under its scope:-

4.1.1 The purchaser and seller.

4.1.2 Entire project and adherence to the agreed upon statement of work. This mainly include:-

4.1.2.1 Long distance Leased Lines from eNode A to eNode B.

4.1.2.2 Network Modems, interface converters and necessary cabling within the point to point network.

4.1.2.3 Constant monitoring of the networks.

4.1.2.4 Power system to ensure 100% network availability.

4.1.3 Parameters to evaluate the SLA achievement.

4.2 The scope will not include the following:-

4.2.1 Other networking equipment such as switches in LAN and other LAN component last mile conne ctivity.

4.2.2 Application, Server, Desktop or computing related infrastructure.

5. **Confidentiality**. All the contents and parameters of this document must remain strictly confid ential and must not be re-distributed without prior authorization from seller.

6. **Networks (Link) Availability (in%)**

6.1 Network Availability. Network availability will be 98.5% under mentioned factors will not be accou nted as down time for calculation of network availability:-

6.1.1 Down time due to force majeure.

6.1.2 Down time due to factors associated with failure of purchaser's equipment.

6.2 Required availability (End to End connectivity of each link at purchaser's premises).

6.3 If the purchaser is not satisfied with the level of service provided by the seller he can choice to ter minate the contract by giving a three month notice and reimburse the balance part of the payment or not renew it in the following year.

6.4 The purchaser will give a telephonic/written/email complaint to the seller if the link out time is beyon d acceptable limits. The seller should justify the purchaser's complaint within

7. **Determination of Fault Duration**

7.1 The Purchaser shall provide all necessary assistance and access to its facilities for fault maintenanc e to Seller's staff at all the time.
7.2 In addition to the above following shall be excluded from fault duration:-
7.2.1 Unavailability of circuit due to power failure at purchaser end.

7.2.2 Unavailability of circuit due to mishandling of equipment (NTU) or any cable attached to the equip ment at purchaser end.

7.2.3 Unavailability of circuit due to equipment.

7.2.4 Unavailability of circuit due to force majeure.

8. Procedure of Fault Booking

8.1 Purchaser shall abide by the prescribed fault booking procedure of Seller. Where the purchaser can contact the Seller representative on the number assigned to do so. Fault can be booked on 124-237xxxx and a Seller representative can be contacted on mobile numbers provided by the Seller. In case there is any ambiguity about the timing and nature of fault, data recorded by the system shall be taken as reference.

8.2 A fault docket number shall be provided to the purchaser from Seller on booking of fault.

9. Restoration of Faults

9.1 On receipt of complaints, Seller shall make its best efforts to localize the fault and restore the same at the earliest. The purchaser shall provide all necessary support for enabling testing of the circuit at any hours of the day.
9.2 It will be responsibility of Seller to show proper working of Circuit from eNode A to eNode B basis through use of standard test instruments by sending test data while at the same time keeping the bit error ratio within limits. Once a fault is brought to light through such tests, keeping data transfer by purchaser equipment to take necessary action at this end. The downtime will end as on as seller staff is show end to end data transfer using test instrument.

9.3 Restoration of Faults : Seller is responsible to restore faults on receipt of complaints. Seller shall attend to the fault on the same day and restore the circuit with immediate effect.

10. **Payment Terms:** All payment shall be processed by the purchaser through PCDA (Army), Lucknow as per following schedule.

10.1 Payment Terms: The rental amount will be paid on six Monthly basis whichever is earlier. The bill will be submitted after approval from higher authorities. Bills for the same will be provided in advance for timely payment.

10.2 The seller will maintain at all times an inventory of fast-moving and essential spares at his local maintenance locations. The seller will keep sufficient spares through his engineers and technicians for rectifying the faults. Seller will happen after Rehiring. Purchaser hires the entire hired from him as per specification given at appendix A.

10.3 SLA Penalty: If the circuit uptime from applicable year is below the uptime guaranteed as per clause, then a penalty of rental of the circuit per month shall be calculated @ 0.5% per month.

11. **Termination of the Agreement** : This agreement may be terminated only by the mutual, written consent of the parties giving 30 day notice.

12. **Service Level:** Seller will ensure that the usage rights of the bandwidth granted to purchaser will be available rather than 98.5% every year. This is in accordance with the schedule below except for Force Majeure Events, reasons attributable to the purchaser or reasons provided in this Agreement. The service level standards will be as follows:-

12.1 Uptime of each links will be 24 x 7.

12.2 A schedule maintenance announced 7 days in advance, for 2 hours in each quarter, will not be considered as downtime. The working hours and days can be increased/decreased by the purchaser with a one day notice. (Total duration of downtime for maintenance in a year will be 8 hours only excluding downtime due to force majeure).

12.3 Throughput and CIR is to be 2 Mbps and periodically the network system integrator has to furnish this to the PURCHASER on monthly basis.

12.4 Value of Each Hour Service

12.4.1 Total Service hour per year = 365 days × 24 hrs = 8760 hrs
12.4.2 Addl outage permitted for maint. @ 2 hrs/quarter

12.4.3 Total service available = 8760 hrs – 8 hrs = 8752 hrs
12.4.4 Outages permitted under SLA (1.50%) (98.5% serviceability) = (8752 x 1.50)/100 = 131.28 hrs ≈ 131 hrs
12.4.5 Permissible limit of outage per year = 131 + 8 = 139hrs
12.4.6 Total hrs of serviceability to be ensured per year = 8760 - 139 = 8621 hrs
12.4.7 Value of every hrs of service = Y = X/8621 hrs. (X is the hiring rate of the 100 Mbps Circuit as per Supply Order and Y is X per hour)
12.5 Penalty for Not Providing 98.5% Service
12.5.1 Seller will provide 98.5% of uptime for 8621hours in a year.
12.5.2 Failure beyond permissible limit of 139 hours in a year will attract a penalty of rental charges for the circuit and the same will be deducted from the outstanding payment due to the seller by purchaser.
12.5.3 When the purchaser intimates the seller about the failure of a circuit, purchaser's support / service engineer and the seller's representative will identify the circuit by a unique link No along with date and time. Each link will have an identification No specified in SLA. Link No will be given at the time of issue of Supply Order.
12.5.4 Once the circuit is restored in all respects, seller will intimate the purchaser about the restoration and purchaser will record it with a unique follow up number along with date and time.
12.5.5 Outage circuits will be clearly documented by both the parties in the following format:

circuit		Fault No with date and time provide by seller (link No/Year/Date/Time/Fault No)	Reason for failure	Restoration No with date and time provided by purchaser (link No/Year/Date/Time/Restoration No)	Total Outage (Hours)
from	TO				

12.6 The seller will send a monthly media outage time to the purchaser indicating the outage time during the month.

12.7 Router support and upgrades as and when available will be provided by seller if applicable.

12.8 The purchaser will give a written complaint to the seller if the link outage time is beyond acceptable limits. The seller should justify the purchaser complaint within a period of 48 hours.

12.9 If the incidence of network availability does not improve after three written warnings, the purchaser can terminate the contract. An interest rate of 12% per month will be levied on outstanding amount after fifteen days of issue of notice for termination.

13. Force Majeure

13.1. No failure, delay or omission by either party to fulfill any of its obligation under this agreement (other than the obligation to take payment when due) shall give rise to any claim against such party or be declaired to be a breach of this agreement if any to the extent such failure, delay or omission arises from the force measure event not with in the reasonable control and at the instance of such party, event of force measure shall be :-

13.1.2 Strikes, lock-outs or other industrial action other than those involving directly associated with the provision of services under this agreement.
14. **Liquidated Damages.** In the event of the Seller's failure to supply the stores/goods or any installment thereof, or failure to perform services, conduct trials, installation of equipment, training and MET, or any incidental works/services as specified in this contract, the buyer shall, without prejudice to any other remedy for breach of contract, be entitled to recover from the seller Liquidated damages at the rate of 0.5% of the total price (including elements of GST, freight/transportation and any applicable variations such as PVC/ERV) of the delayed/undelivered stores or services for each week or part thereof of delay. The total LD shall not exceed 5% of the total price of the stores/services. In case of inordinate delay i.e. delay exceeding one-fourth (25%) of the total delivery period, the maximum LD may be increased to 10% of the total price of delayed stores/services supplied with delay. Any extension of the delivery period (DP) granted on account of delays attributable to the buyer or due to force majeure shall be duly factored into the delivery schedule and LD shall not be levied for such extended periods. The buyer may at its discretion withhold payment of the delayed portion until completion and may deduct the applicable LD from payments due to the Seller.
15**. Risk & Expense clause**

(a) Should the stores/services or any installment thereof not be delivered within the time or times specified in the Supply Order documents, or if defective delivery is made in respect of the stores or any ins tallment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the Sup ply Order as cancelled either wholly or to the extent of such default.
(b) Should the stores or any installment thereof not perform in accordance with the specifications/paramet ers provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER sha ll be at liberty, without prejudice to any other remedies for breach of contract, to cancel the Supply Order wholly or to the extent of such default.
(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the ri ght of first refusal to the SELLER, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: (i) Such default.
(ii) In the event of the Supply Order being wholly determined the balance of the stores remaining to be deli vered thereunder.
(d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from any other supplier as the case may be, over the Supply Order price appropriate to such default or balance shall be re coverable from the SELLER.
16. **Termination of Contract**. The Buyer shall have the right to terminate this Supply Order in part o r in full in any of the following cases:
(a) The installation of the circuit is delayed for more than 02 months.
(b) The quality of service is not as per SLA.
(c) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting thi s Supply Order and paid any commission to such individual/company etc.
17**. Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or other wise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit o r advantage of the present Supply Order or any part thereof.
18. **Terms and Conditions:**
(a) Refer Govt of Ministry of Finance letter No F.1/1/2019/tsu-(I) MoD New Delhi dated 12 Oct 2020 and Min istry of Finance No F.No.3 (74) E-co ord/2019 dated 07 July 2022 as per Govt Order on PSUs telecoms provi der can be participated.
(b) PSUs preference will be given to PSUs.
19. **Financial Criteria**
NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.
20. **Only PSUs/CPSEs firm reserve for this bid.**

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3. **Buyer Added Bid Specific SLA**

Text Clause(s)

Fall clause
1.1 The price charged for the circuits rented under the Supply Order by the Seller shall in no event exceed the lowest prices at which the Seller rents the circuit or offer to rent the circuit to any persons/Organizatio n including the purchaser or any department of the Central government or any Department of state gover nment or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order is completed.
1.2. If at any time, during the said period the Seller reduces the rental price or offer to rent to any persons/ Organization including the Buyer or any Deptt. of Central Govt. or any Department of the State Governmen t or any Statutory undertaking of the Central or state Government as the case may be at a price lower tha n the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the c ircuits of such reduction of sale or offer of the sale shall stand correspondingly reduced.
1.3. The Seller shall furnish the following certificate to the Paying Authority along with each bill for paymen t for supplies made against the Rate Supply Order -- “We certify that there has been no reduction in sale p rice of the stores/ services of description identical to the stores/ services supplied to the Government unde r the Supply Order herein and such stores/ services have not been offered/sold by me/us to any person/rec ognized including the purchaser or any department of Central Government or any Department of a state G

overnment or any Statutory Undertaking of the Central or state Government as the case may be upto the d ate of bill/the date of completion of supplies against all supply orders placed during the currency of the Rat e Supply Order at price lower than the price charged to the government under the Supply Order except for quantity of stores categories.**

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---