

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Bharat Sanchar Nigam Limited Portal(bsnl)
कार्यालय का नाम/Office Name	Cgm Cntx North Eastern Court Complex New Delhi
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - PSU; Digital Transmission Centre Maintenance Services; Consumables to be provided by buyer , Facility Management Services - LumpSum Based - PSU; Fault restoration and miscellaneous services; Consumables to be provided by buyer
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	54 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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) *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?	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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	10792200
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	State Bank of India
ईएमडी राशि/EMD Amount	270000

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).	18

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

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

लाभार्थी /Beneficiary :

Account officer

Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications AO(Cash) , BSNL Telephone Exchange ,2nd Floor Master Tara Singh Nagar , Jalandhar (Ao Cash ,bsnl)

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 को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. 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.
2. 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.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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.
5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in states:As per ATC

Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::As per ATC

Details of the premise:[1769066107.pdf](#)

Scope of work:[1769066145.pdf](#)

Facility Management Services - LumpSum Based - PSU; Digital Transmission Centre Maintenance Services; Consumables To Be Provided By Buyer (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	PSU
Type of services required	Digital Transmission Centre Maintenance Services
Cost for Consumables/ Materials	Consumables to be provided by buyer
Service component	Supply of services for maintaining the Digital Transmission Centre
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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Gurpreet Singh	144001,BSNL Telephone Exchange Building, Opp. New Tehsil Comlex, Master Tara Singh Nagar, Jalandhar-144001	1	N/A

**Facility Management Services - LumpSum Based - PSU; Fault Restoration And
Miscellaneous Services; Consumables To Be Provided By Buyer (1)****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	PSU
Type of services required	Fault restoration and miscellaneous services
Cost for Consumables/ Materials	Consumables to be provided by buyer
Service component	Supply of Fault restoration and miscellaneous services
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**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Gurpreet Singh	144001,BSNL Telephone Exchange Building, Opp. New Tehsil Comlex, Master Tara Singh Nagar, Jalandhar-144001	1	N/A

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

1. **Generic**

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

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

5. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SECTION- 2

SCOPE OF WORK

Package 1: Digital Transmission Centre (DTC) Services

DTC are divided into three categories: -

- A. Major DTC stations where 24x7 services required.
- B. Medium DTC stations where 16 Hours services required.
- C. Small/Remote/ILA/OLA stations etc. where 8 Hours services is required.

Agency should ensure to provide the services for 8/16/24 hours a day for 30/31 days irrespective of Sundays/public holidays in a month to assist BSNL officer on duty in day-to-day routine maintenance work.

Note: - The actual (working hours) time for DTC Services required will be decided by station in-charge at the time of the execution of the tender

NATURE OF WORK:

1. Answer the telephone calls and convey the same to the controlling officer.

2. They should be able to read and write English to identify the telecom related equipment names, colours and alarms.
3. Help in laying OFC patch cords, switching on/off the computers, using OTDRs/Power meters, Air Conditioners etc., as per the instructions of on duty Executive/staff.
4. Checking of alarms in Power plant, assisting in Battery voltage measurement.
5. Assisting in taking OTDR test during OF cable break down time/spare fibers test/faulty fibers test.
6. Movement of office files/records, testing equipment one section to other section/location/room
7. Switch on/off of Diesel generator sets, filling of diesel, Engine oil, checking of starting battery.
8. All testing instruments, tables and chairs, telephone instruments Etc., to be kept clean and dust free.
9. Help in testing of fire alarm, firefighting equipment etc when desired by officer in charge.
10. Apart from above any other work assigned by on duty executive/staff in day to day maintenance activities of DTC stations.
11. **Any other work that may be incidental and related to proper upkeep of the Telecom Network/sites/installations/ works are to be carried out under the supervision of BSNL In charge Officer.**

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Package 2 : Fault restoration & Miscellaneous Services

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A. FAULT RESTORATION SERVICES:

- 2.1 The OFC cuts can happen due to the activities of various agencies or any other reason. In spite of the efforts of the contractor to prevent the cable cuts, if cable cuts occur, the contractor shall prepare the cable ends for restoration of fault within the permissible time period as specified at Section 3 Part B under SLA of Fault Restoration Services. The fault restoration shall be done on a permanent basis in the best possible ways.

However, it may not be practical to do permanent restoration of all cases. Wherever it is not able to restore the fault permanently, temporary restoration can be done to avoid traffic loss.

NATURE OF WORK:

- a) The FRS Team should be available along with Department Fault Repair Team (FRT) 24x7 on call to rush over to faulty spots to execute restoration activities as per SLA.

- b) Excavation of earth to expose cable for fault rectification.
- c) Identification of broken OFC ends and laying additional OFC & PLB duct.
- d) Laying of required length of OFC with protection wherever required.
- e) Assistance in preparation of OF Cable ends for splicing.
- f) Preparation/ excavation of jointing pit if required.
- g) Protection arrangement for OFC joint.
- h) Back filling chamber with sand / soil etc,
- i) Loading/unloading of FRT Vehicle with OF Cable, PLB duct, splice closures, excavation tools and other materials required for attending cable break fault as instructed by on duty BSNL Staff/route in-charge.
- j) All the physical assistance required in outdoor and indoor activities of FRT Team.
- k) The execution of splice with splicing machine, OTDR Test and availability of tools required for fault restoration is **BSNL responsibility**.
- l) The fault intimation to the contractor will be through SMS/ E-mail/ WhatsApp/ on mobile.
- m) Cable preparation for fault attending shall be ensured within 3.5 hours and in extreme cases only, where the permanent restoration is not possible immediately, temporary OH to be laid for restoration with the approval of BSNL's designated officer.
- n) Team shall be responsible for loading/unloading into the BSNL FRT Vehicle the material, tools and other essentials to be required for fault restoration work as instructed by the department to execute, to the work location/site. No separate charges are payable on this account.

Note: Two (2 No.) resources are required for 300 Km in FRS team or per FRT as the case may be.

B: MISCELLANEOUS SERVICES

(1) General Service

- a. *General cleanliness and upkeep of the section.*
- b. *Cleaning, Opening / closing of rooms.*
- c. *Watch and ward duties of telecom buildings/stores.*
- d. *Up-keeping of Parks & lawns etc.*
- e. *Carrying of files and other papers within the building office.*
- f. *Delivering of Dak (outside the building).*
- g. *Physical maintenance of records of the section.*
- h. *Stitching and binding of records/files/registers of the section.*
- i. *Photocopying, sending of fax etc.*

- j. *Other non-clerical work in the sections.*
- k. *Assisting in routine office work like diary, dispatch etc. including on computer.*
- l. *Maintenance of office equipment's /fixtures and fittings and provide necessary*
- m. *assistance for running of such equipment's.*
- n. *Any other Misc. work assigned by the BSNL Controlling Officer*

(2): DRIVING SERVICE:

- a. The resource should be in a proper uniform and should have a mobile phone with two-way conversation facility available.
- b. They will report for duty at the specified time given by the officer. He shall be well versed with routes and locations and they will maintain the daily log book of the vehicle.
- c. **The Agency must also ensure that all the necessary documents (like driving license) are available with the resource deployed for duty.**
- d. The Agency will make sure that the vehicle is neat and clean before the commencement of the duty and carry out daily inspection of the same.
- e. He will maintain repair/defect register for the vehicle.
- f. He will take permission from the officer to take the vehicle to workshop, if required.
- g. The driver will not leave the vehicles unattended in public place.
- h. He will not remain absent from duty without prior permission of the officer. The contractor is bound to make alternate arrangement in such case.
- i. He shall strictly follow all the traffic rules and regulations and never over speed, besides the car will be parked in the area earmarked for the same.

(3) BUILDING/ STORE SECURITY

- a. The agency should ensure to provide the Security service round the clock 24/7 (8 hours each in 3 shifts), safeguard the assets / material of office / godown and Inspection Quarters (IQ).
- b. To prevent unauthorized entry of outsiders into the premises, deal with visitors, officials and employees courteously and politely and to maintain integrity, orderliness and discipline and be in proper pre

scribed neat and tidy uniform while on duty. Carry out all duties and tasks allotted by the competent officer / supervisor sincerely and to the best of his ability.

- c. To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. takes place in the area of his duty. Patrolling around the complex perimeter by security guard shall be done at every one-hour interval. Check book to be signed by him on completion.
- d. To man entry points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry / exit is as per valid documents and records. Separate register to be maintained for the purpose.
- e. To apprehend immediately, produce before the supervisors or competent BSNL officer / supervisor any trespasser or person found in the area unauthorized and under suspicious circumstances.
- f. To seize goods not found in order or suspected to be stolen.
- g. To bring to the notice of his supervisor or the competent BSNL officer for any untoward occurrence on the premises, preferably in writing.
- h. Should be trained to handle fire-fighting systems, administer First Aid in emergencies.
- i. To carry out any other duty assigned by the competent company official.

Note: Any other work that may be incidental and related to proper upkeep of the Telecom Network/sites/installations/ works are to be carried out under the supervision of BSNL Incharge Officer. Any additional Service to meet the requirement of Telecom Operations, should be provided by the Contractor at the approved rates of the Tender.

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SECTION- 3 PART A
TECHNICAL SPECIFICATIONS/REQUIREMENTS
FOR PACKAGE 2

TECHNICAL SPECIFICATIONS/ GUIDELINES

1. Excavation of Test Pits and Reinstatement

- 1.1 In city/town limits as well as in built up area, the Contractor shall resort to use of manual labour as per the instruction of Route In Charge. He should ensure that damage is not caused to pipes and structures of various other utility services like Telephone, Electricity, Sewer and Water supply etc.
- 1.2 The contractor will be required to excavate trial pits, approximately 45 cms top 30 cm bottom wide and 165 cm deep at suitable intervals along the proposed/faulty cable route to ascertain the location of the existing underground pipes, cables, etc.
- 1.3 Excavating pits for fault tracing, backfilling, compacting and removing excess earth from the site is included in the work.
- 1.4 The Contractor shall be responsible for all necessary arrangements to remove water in the trench. No additional charges shall be paid for this work.

2. EXCAVATION AND REINSTATEMENT OF JOINT CHAMBER AND ERECTION OF JOINT RINGS

Wherever OFC laid for attending faults requires jointing, at the loc

ations where joints are constructed, it is necessary to dig out a pit of size 2.00 M (L) x 1.80 M (D) x 1.5 M (W) to house the joint enclosure. 2 Nos. of RCC Rings of size 0.9 M dia and 30 cm height shall be placed in Manhole. The Bottom of the ring shall be closed with a single RCC lid. The top of the rings shall be closed with two pieces of semi circular lids with handles for lifting. The rings shall be filled with clean sand and the pit shall be reinstated. The materials except tools will be supplied by the BSNL.

3. ERECTION OF POST

- 3.1 Wherever the OF cable faults could not be attended immediately due to prevailing local Conditions, flood, heavy rains, water stagnation etc the faults shall be attended temporarily by erecting post and laying of OF cable aerially over the erected post / existing supports.
- 3.2 Temporary restoration of cable will be decided by SDE / JTO in charge of the route. Also the work shall be carried out with the concurrence of DE / DGM transmission of the area concerned. Restoration of the OF system by overhead laying of cable is only a temporary arrangement and the fault should be attended permanently by conventional method afterwards.
- 3.3 Tubular posts / Tubes/ GI Pipe can be utilized as posts if available. Alternate arrangements for the post can be provisioned by field unit if existing posts are not available at the fault spot.
- 3.4 Erection of post shall be carried out as per standard of DOT / BSNL. The post shall be erected vertically and the base packed with small stone with hard murrum so as to avoid tilting of post.

4. OVERHEAD LAYING OF OPTICAL FIBRE CABLE

OF CABLE will be supplied by BSNL.

5. DISMANTLING / RECOVERY OF POST

- 5.1 The post erected for temporary restoration of systems should be dismantled / recovered by the contractor after permanent restoration.
- 5.2 Dismantling /Recovery of Tubular post shall be done by the contractor who executes the permanent restoration work.

6. RECOVERY OF OF CABLE LAID OVERHEAD

- 6.1 The Optical fibre cables laid aeri ally / overhead shall be recovere d by the contractor after permanent restoration.
- 6.2 Recovery of OF cable laid overhead shall be carried out by the c ontractor who executes the permanent restoration.

7. NIGHT WORKS

- 7.1 Whenever faults are to be attended during night hours, the contr actor shall not be eligible for extra payment for work at Night hour s.
- 7.2 The excavation works during night hours shall be carried out in t he presence of SDE/JTO OFC Maintenance or his authorized supervi sory staff.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers 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 [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---