

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-04-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-04-2025 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Bharat Sanchar Nigam Limited Portal(bsnl)
Office Name/कार्यालय का नाम	Oo Cgmt Bsnl Kerala Circle Trivandrum
क्रैता ईमेल/Buyer Email	smuthupriya@bsnl.co.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Operating System Software (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Past Performance,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
ITC available to buyer/क्रिेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

4. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Operating System Software (V2) (2 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Basic Information	Software Domain/ Type	Proprietary item
	Deployment/Installation of Operating System on	Server (Network) Operating System, Web server /Application Server Operating System
SCOPE OF LICENCE	Types of Licence	Perpetual
	" Duration of Subscription (in Years) "	NA
	Licencing option	Per 16 Core
	Types of edition of offered product	Standard
	Number of Sockets supported by the offered product	NA
	Number of devices supported by scope of licence	Limited
	Scope of Installation	NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	The offered product have support from OEM for	Unlimited updation for Patches and Bug fixes within support period
	Number of Years upto which support is available from OEM for Updation (Patches and Bug fixes)	5
	Number of Years upto which support is available from OEM for Upgradation of version	5
	Training Options	Training Material
	No of days Training Provided	0
OPERATING SYSTEM SOFTWARE(GOLDEN)	Number of Bits supported by Offerd product	64
	Operating System Software Features	Real-time Operating System, High availability extension, Resilient Storage, Support for Containerization, UEK

Additional Specification Parameters - Operating System Software (V2) (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Operating system Software	Windows Server 2025 Standard - 16 Core License Pack,

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Joshi Das Y S	695033,O/o CGMT BSNL KERALA CIRCLE TRIVANDRUM	2	15

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

1. **No sub-contracting** is permissible by BSNL.

2. The near relatives of all BSNL employees {Non executive employees working in BSNL & executive employee (also called Group A & Group B officers working in BSNL)} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

(a) Members of a Hindu Undivided Family, (b) They are husband and wife, father, mother son(s), (c) The one is related to the other in the manner as son's wife (daughter in-law), Daughter(s) & daughter's husband (son in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother in-law)

The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

3. Documents to be submitted by the bidder while quoting

- a) Turnover certificate with UDIN number or audited financial statements with UDIN number for last three years.
- b) No near relation certificate- As per Annexure - 1
- c) Vendor information form - As per Annexure - 2
- d) Self declaration certificate for Terms and conditions - As per Annexure- 3
- e) Non-Blacklisted certificate- As per Annexure - 4
- f) Declaration on GST % and price quoting in GeM- As per Annexure- 5

4. BSNL reserves the right to vary the quantity:

i. BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

ii. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.. and supplies to be obtained within delivery period scheduled afresh.

iii. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100 % of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

5. Bill Submission regarding:

Kindly submit the following documents along with the invoice to Claim cell Circle office within 10 days from the date of supply of item.

1. Address for the invoice submission: **CAO (claims), O/o CGMT BSNL, Kerala Circle, PMG Junction, Trivandrum-695033.**
2. Documents to be submitted along with invoices (whichever is applicable):
 - a. Invoice clearly indicating breakup details of composite price i.e. Basic, GST, any other duties & taxes, freight/packing charges, etc.
 - b. E-way bill as prescribed in GST law for movement of goods.
 - c. Proof of payment of GST or declaration from the supplier in this regard.
 - d. Consignee receipt in the form of Bill cum Payable/delivery challan (BCPC/ BCDC)
 - e. Insurance copy (insured up-to the time it is delivered to the consignee)
 - f. Warranty certificate of item dispatched.

6. Action taken by BSNL against defaulter:

S. No.	Defaults of the bidder/vendor.	Action to be taken
A	B	C
1(a)	Submitting fake/forged	i. Rejection of tender bid of respective Vendor. ii. Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii. Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work and services except to make the already received complete work in hand.
	A) Bank Instruments with the bid to meet terms and condition of tender in respect of tender fee and/or EMD.	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	c) and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	

	Note1:- However, in this case the performance guarantee if alright will not be Forfeited.	
	Note2:- Payment for already received completed work shall be made as per terms and conditions of WO.	
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms and conditions with the bid to meet terms and condition of tender:	
	(i) If detection of default is prior to award of AWO/APO	i. Rejection of Bid and ii. Forfeiture of EMD. iii. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
1(b) contd.	(ii) If detection of default after issue of AWO/APO but before receipt of PG/ SD (DD, BG etc.)	i. Cancellation of AWO, ii. Rejection of Bid and iii. Forfeiture of EMD. iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iii) If detection of default after receipt of PG/SD (DD, BG etc.)	i. Cancellation of AWO ii. Rejection of Bid and iii. Forfeiture of PG/ SD. However on realization of PG /SD amount, EMD, if not already released Shall be returned. iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

	(iv) If detection of default after issue of WO/PO	<p>i. Termination/ Short Closure of PO/WO and Cancellation of AWO/APO</p> <p>ii. Rejection of Bid and</p> <p>iii. Forfeiture of PG/SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	Note3:- However, settle bills for the services received, if pending items do not affect working or use of supplied items.	
	Note4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/coercive means viz. physical/verbal means to threaten BSNL Executive/employees and/or obstruct him from functioning in discharge of his duties and responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/threatening other prospective bidders i.e. suppliers/Contractors from entering the tender venue and/or submitting their tender bid freely</p>	<p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	Non-receipt of acceptance of AWO/APO and SD/ PG by L-1 bidder within time period specified in AWO/APO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO/PO.	<p>i. Termination of WO/PO.</p> <p>ii. Undertake purchase/ work at the risk of defaulting bidder.</p> <p>iii. Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</p>

4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/WO.	i. Short Closure of WO/PO to the service already received by BSNL and/or in pipeline provided ii. Undertake purchase/ work at the risk of defaulting bidder. iii. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.	The site does not meet the Service Levels as mentioned in the PO/ WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.
6.	Submission of claims to BSNL against a contract (a) For amount already paid by BSNL. (b) For amount higher than that approved by BSNL for that service.	i. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG and SD etc. and by invoking 'Setoff' Clause 11 of Section 5 Part A or by any other legal tenable manner. ii. Banning of Business for 3 years from date of issue of banning order or till the Date of recovery of overpayment in full, whichever is later.
	Note5:- The claims may be submitted with or without collusion of BSNL Executive/employees.	
	Note6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	(a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. (b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS,BSC/MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/or any other TSP through BSNL. (c) Tampers with the billing related data/ invoicing/ account of the customer/User(s) of BSNL and/or any other TSP(s). (d) Hacks the account of BSNL customer for unauthorized use i.e. to threaten others/spread improper news etc. (e) Undertakes any action that affects/endangers the security of India.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received.</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
10	If the vendor does not return/refuses to return BSNL's dues:	Take action to appoint Arbitrator to adjudicate the dispute.
	a. In spite of order of Arbitrator.	<p>i. Termination of contract, if any.</p> <p>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
	b. In spite of Court Orders.	Take legal recourse i.e. filing recovery suite in appropriate court.

		<p>i. Termination of contract, if any.</p> <p>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, Whichever is later.</p>
11	If the Central Bureau of Investigation/Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the Contract In question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 and 4.2.</p> <p>(c) If the vendor/supplier fails to submit required documents/information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/supplier.</p>	<p>i) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
Note7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note8:- In case of clash between these guidelines and provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ongoing works which will continue along with settlement of Bills.		

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---