



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6095739 Dated/दिनांक : 08-04-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-04-2025 12:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-04-2025 12:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power			
Department Name/विभाग का नाम	Power Grid Corporation Of India Limited			
Organisation Name/संगठन का नाम	Power Grid Corporation Of India Limited			
Office Name/कार्यालय का नाम	Corporate Office Gurgaon			
क्रेता ईमेल/Buyer Email	buyer348.pgcil.ka@gembuyer.in			
ltem Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - Fibre Optic Communication System Equipment and associated Network Management System (NMS) comprising of SDH, PDH, DAC and NMS; Tejas make SDH Valient make PDH and Tejas mak NMS; Comprehensive Maint			
Contract Period/अनुबंध अविध	2 Year(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	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes			
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days			

# Bid Details/बिड विवरण Estimated Bid Value/अनुमानित बिड मूल्य 102000000 Evaluation Method/मूल्यांकन पद्धति Total value wise evaluation Arbitration Clause No Mediation Clause No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2040000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने).	27

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

#### Beneficiary/लाभार्थी :

Power grid Corporation of India Ltd POWER GRID Corporation OF INDIA Limited.

POWER GRID Corporation OF INDIA Limited, Southern Region-II ,Regional Head Quarters, Signayaknahalli, Yelhanka, Bangalore Ministry of Power (Powergrid Corporation Of India Limited)

#### MII Compliance/एमआईआई अन्पालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. 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.
- 2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Details of manpower requirement for CMC service: 1743145626.pdf

Minimum Years (Up To 5 Years) Of Experience in Related Field.Also specify the documents to be uploaded by Service Provider in Compliance of this condition.: 1743145666.pdf

Please provide list of spares/parts/replacement for AMC services <u>1743578118.pdf</u>

**Scope of Work:**<u>1743592798.pdf</u>

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract: 1743592983.pdf

**Product/Equipment Details:**<u>1743602948.pdf</u>

Customized AMC/CMC For Pre-owned Products - Fibre Optic Communication System Equipment And Associated Network Management System (NMS) Comprising Of SDH, PDH, DAC And NMS; Tejas Make SDH Valient Make PDH And Tejas Make NMS; Comprehensive Maint.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values		
Product category	Fibre Optic Communication System Equipment and associated Network Management System (NMS) comprising of SDH, PDH, DAC and NMS		
Product Brand	Tejas make SDH Valient make PDH and Tejas make NMS		
Type of service	Comprehensive Maintenance Contract (CMC)		
Preventive Maintenance Frequency	Six Monthly		
Manpower Required	Yes		
Addon(s)/एडऑन			

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	परेषिती/रिपोर्टिंग Address/पता product/		Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Drishya Praveen . C P	560064,Power Grid Corporation of India Limited, Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 560064	1	Number of months within the contract period for which service is required: 24

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

#### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Qualifying Requirements for Comprehensive AMC of Communication equipment Supplied under in Southern Region 2 for a period of 2 years.

Qualification of the Bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the co

rresponding Bid Schedules.

Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

The employer may assess the capacity and capability of the bidder to successfully execute the scope of wor k covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand, anticipated in future & the balance capa city available for the present scope of work; (iii) past experience and performance; (iv) customer feedback; (v) Banker's feedback; etc.

POWERGRID reserves right to waive off minor deviations if any that do not materially affect the capability of the applicant to perform the contract.

#### 1. Technical Experience:

- a. An experience of supply, installation, testing, commissioning OR maintenance of at least 1 year of Fibre o ptic communication network with minimum 50 nodes comprising Tejas TJ1400 (STM-4) or above SDH equip ment, primary multiplexer & others along with Tejas Network Management System.
- b. The contractor has to provide documentary evidence in support of the experience, such as an Execution c ertificate along with LOA & BOQ from any utility that similar equipment has been supplied, installed and co mmissioned or the party maintained the system described in 1.a for at least one year as on originally sched uled date of Bid opening. POWERGRID may make queries with the bidder to assess their technical experience
- c. The bidder must have carried out during last 05 years reckoned from the date of original scheduled bid op ening.
- i. A Single work of value not less than Rs 816 lakhs

Or

ii. Two works of 2(two) works, each of value not less than Rs 510 lakhs

Or

iii. Three works of 3(three) works, each of value not less than Rs 408 Lakhs.

#### 2. Financial Position:

The bidder must meet the following minimum criteria.

a. Minimum Average Annual Turnover \*( MAAT) for best three years i.e., 36 months out

of last five financial years of the bidder should be at least Rs 765 lakhs.

Liquid Assets: Liquid Asset should be Rs 1,27,50,000/-

**Net Worth requirement:** Net worth for the last three financial years should be positive.

\*Note 1 — Annual gross revenue from operations/gross operating income as incorporated in the profit & loss account excluding other operative income/other income.

Note-2: In case bidder is a holding company, the Financial Position criteria referred to in clause 2 shall be of that holding company only (i.e., excluding its subsidiary/group companies). In case bidder is a subsidiary of holding company, the Financial Position criteria referred to in clause 2 shall be of that subsidiary company only (i.e., excluding its holding company).

Note — 3: MSE are exempted for clause 2.a

#### 1.0 SCOPE OF WORK

- 1.1 The detailed scope of work covered under the package is specified in the Maintenance Philosophy, Technical Specifications and is indicated briefly hereunder:
- 1.2 The scope of work covered under the package includes AMC, the contractor shall have prime responsibility to maintain the Fibre Optic Communication System Equipment and associated Network Management System (NMS) so as to ensure maximum availability of the equipment.

The Scope of work will include the maintenance of the Wide band Communication System equipmen t in the Southern Region 2.

All the referred equipment installed in Southern region 2 of India is under the scope of the mainten ance. However, integration with other regions such as NR, NER, SR region for Pan-India ULDC network is also cover under present maintenance.

All the equipment and NMS related hardware and software, supplied under "Establishment of Fibre Optic Communication System In lieu of Existing ULDC Microwave links in Southern Region and Communication equipment package under establishment of fibre optic communication system for central sector stations of southern region and other standalone equipment supplied under various Substation Packages", networking of NMS including cabling, etc. for NMS system shall also be covered.

The scope of AMC also covers repair of faulty cards without any additional costs.

- 1.3 AMC covered for all the component within the existing equipment/BOQ items & for cards/components added within the AMC covered equipment during the AMC period. The Primary Multiplexer & Add drop Multiplexer are to be considered as a Primary Multiplexer in the BOQ items
- 1.4 Details of equipment/cards proposed under AMC Package is enclosed at **Annexure-A** and Fibre Optic Communication System (FOCS) network map is enclosed at **Annexure-B(attached at ATC Document)**
- 1.5 **Repair of faulty Cards: -** The scope of AMC also covers repair of faulty cards and the no separate repair charges will be paid to contractor.
- 1.6 The spares shall be and any item other than, as specified in TS, required for FOCS Maintenance/repair shall be arranged by the contractor at his own cost.
- 1.7 If the cards/equipment are burned out/physically damaged due to external fire hazard, lighting, natural calamities etc. and beyond repair, the same are not to be covered in the scope of contractor.

The scope of AMC excludes breakdown maintenance of OPGW (Optical Ground Wire), UGFO cable , Approach cable, distant user fiber cable, FODP, etc.

# **Annex-A**

PGCIL-ULDC-SR2						
SL No.	Cita Nama		Equipment T	Mux	Qty	
SL NO.	Site Name	Region	ype	SDH	PDH	
1	SRLDC	KA	STM16 3MSP	3	3	
2	Somanahalli	KA	STM16 3MSP	2	2	
3	Hassan PG	KA	STM16 3MSP	2		
4	Mysore PGCIL	KA	STM16 3MSP	2		
5	Bidadi PGCIL	KA	STM16 3MSP	1		
6	Narendra PGCIL	KA	STM16 3MSP	1		
7	Madhugiri 765	KA	STM16 5MSP	1		
8	Kudgi 765PG	KA	STM16 3MSP	1	2	
9	Yelahanka	KA	STM16 3MSP	1		
10	Hiriyur	KA	STM16 5MSP	2		
11	Kolar	KA	STM16 3MSP	2	2	
12	Kaiga	KA	STM16 3MSP	1	2	
13	Kudgi NTPC	KA	STM4 3MSP	1	2	
14	Repeater Madhugiri Ku gdi-765	KA	STM16 3MSP	1		
15	Hootagalli	KA	STM4 3MSP	1		
16	Nelamangala	KA	STM16 3MSP	2		
17	Peenya	KA	STM16 3MSP	1		
18	Davangere/Gutur	KA	STM16 3MSP	2		

19	HSR	KA	STM16 3MSP	1	
20	HAL	KA	STM16 3MSP	1	
21	Hoody	KA	STM16 3MSP	2	
22	NRS	KA	STM16 3MSP	1	
23	Sripermbadur	TN	STM16 3MSP	2	1
24	Nagapattanam	TN	STM16 3MSP	1	
25	Pondycherry PG	TN	STM16 3MSP	1	
26	Tirunelveli	TN	STM16 3MSP	1	1
27	Tuticorin PS	TN	STM4 3MSP	1	
28	Tirchy PG	TN	STM16 3MSP	1	
29	Arasur	TN	STM4 3MSP	1	
30	Hosur	TN	STM16 3MSP	1	
31	Dharmapuri/Salem PS	TN	STM16 3MSP	1	
32	Udumalpet	TN	STM16 3MSP	1	1
33	Madurai 400kV PG	TN	STM16 3MSP	1	
34	Kalivanthapattu	TN	STM4 3MSP	1	
35	Salem 400kV PG	TN	STM16 3MSP	1	2
36	Karaikudi 400kV PG	TN	STM16 3MSP	1	
37	Pugulur/KarurPGCIL	TN	STM16 3MSP	1	
38	Thiruvalam	TN	STM16 3MSP	1	
39	Tanjore 230KV	TN	STM4 3MSP	1	2
40	Chennai SLDC	TN	STM16 3MSP	1	2
41	Thiruvarur 230KV TNE B	TN	STM4 3MSP	1	2

42	Kadalangudi	TN	STM4 3MSP	1	2
43	Madurai Sub-LDC	TN	STM4 3MSP	1	2
44	Trichy400kv/Alandur T NEB	TN	STM16 3MSP	1	2
45	Tondiapet TNEB	TN	STM16 3MSP	1	
46	S.P. Koil	TN	STM16 3MSP	1	
47	MPTS (TNEB)	TN	STM4 3MSP	1	2
48	NCTPS I (TNEB)	TN	STM16 3MSP	1	2
49	Neyveli TS2	TN	STM16 5MSP	2	1
50	Neyveli TS2 Exp	TN	STM16 3MSP	1	2
51	Neyveli TS1 Exp	TN	STM16 3MSP	1	2
52	Neyveli TS1	TN	STM16 3MSP	1	2
53	Vallur NTPC	TN	STM16 3MSP	1	2
54	Kudamkulam	TN	STM4 3MSP	1	2
55	Kalpakkam	TN	STM4 3MSP	1	2
56	Pondicherry SCC	TN	STM16 3MSP	1	2
57	Villianur	TN	STM16 3MSP	1	2
58	Bahor	TN	STM16 3MSP	1	2
59	Madurai 400 KV TNEB	TN	STM4 3MSP	1	2
60	Bhavini	TN	STM4 3MSP	1	2
61	Alamanthy TNEB	TN	STM16 3MSP	1	
62	Kozhikode PG	KERALA	STM16 3MSP	1	2
63	Trichur PG	KERALA	STM16 3MSP	1	2
64	Palakad PG	KERALA	STM16 3MSP	1	

65	Cochin PG	KERALA	STM16 3MSP	1	2
66	Edamon PG	KERALA	STM4 3MSP	1	
67	Trivendrum PG	KERALA	STM16 3MSP	1	
68	Vydhithubhavanam	KERALA	STM16 3MSP	1	
69	Kalamassary	KERALA	STM16 3MSP	1	
70	Palakkad KSEB	KERALA	STM4 3MSP	1	
71	Trichur KSEB	KERALA	STM16 3MSP	1	1
72	Kozhikode KSEB	KERALA	STM16 3MSP	1	1
73	Tuticorin GIS	TN	STM16 3MSP	1	
74	Mysore ss	КА	STM4 3MSP	1	
75	NNTPS	КА	STM4 3MSP	1	
76	Hiriyur 400kv	КА	STM4 3MSP	1	
77	Yelahanka RHQ	KA	STM4 3MSP	1	
78	KPTCL URTDSM KPTCL SLDC	КА	STM4 3MSP	1	
79	IL&FS Cuddalore	TN	STM4 3MSP	1	
80	Kayankulam	KL	STM4 3MSP	1	
81	Karaikudi TNEB	TN	STM4 3MSP	1	
82	Trichur STM4	KL	STM4 3MSP	1	
83	Pondy 400kv	TN	STM4 3MSP	1	
84	Edamon PG	KL	STM4 3MSP	1	
85	Nelamangala	KA	NA	1	2
86	Trivendrum	KL	NA	1	2
87	Karaikudi PG	TN	NA	1	

88	KPTCL REMC	KA	STM16 3MSP	1	
89	KPTCL REMC	KA	STM16 3MSP	1	
90	Chennai SLDC REMC	TN	STM16 3MSP	1	
91	Sriperambdur	TN	STM16 3MSP	1	
92	Puguluru HVDC	TN	STM4 3MSP	2	
93	GIS Tuticorin 230KV	TN	STM16 3MSP	1	
94	Maniyachi 220/32kv Po oling	TN	STM16 3MSP	1	
95	Pavagada PGCIL	KA	STM16 3MSP	1	-
				108	69

# Annexure-B (Fibre Optic Communication System (FOCS) network map) attached at ATC Document

Annual Maintenance Contract of Communication equipment in SRTS-II						
BoQ						
SI. No.	Description of Item	Unit	Qty	Unit pric e in Rs	Amou nt in R s.	Remark s
	1	2	3	4	5=3X4	

1	Deployment of residen tial engineers as per sc ope of work mentioned in the Technical specifications  Residential engineers - 3nos (RHQ/Yelahanka - 2nos and SRLDC - 1 No	Year	2		Rate inc ludes pr eventive and Bre akdown mainten ance

Quantity of Equipment ava ilable in SR-II:			
Description	Qty in No s.		
SDH	108		
PDH	70		
DAC	3		
NMS	1		

# 1.0 TERMS OF PAYMENT

The payment to the Contractor under the contract will be made by the Owner as per the guidelines and c onditions specified hereunder. All payments made during the contract will be on on-account payment pur pose only.

- 1.1 Payment shall be released to the Contractor on monthly basis. The Invoices shall be submitted to the Engineer In charge once in a month after completion of the services for that month. Payment shall be released as per following:-
- 1.2 Hundred (100%) of monthly bill shall be paid within 30 days from date of submission of bills in proper form along with following documents:-

Acknowledgement of the Letter of Award by the Contractor.

Contractor's Invoice duly certified by the Engineer-in-Charge.

Availability calculation statement duly certified by the Engineer-in-charge.

- 1.3 Statutory deduction of Taxes shall be made at source, in line with the law of the land.
- 1.5 No separate payment shall be made towards repair of cards since the same shall be cover

#### ed under AMC.

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 <u>attached categories</u>, 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.

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 governed by the <u>General Terms and Conditions/सामान्य नियम और शर्तें</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition

specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---