

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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 Broadband Network Limited (bbnl)
Office Name/कार्यालय का नाम	Corporate Office, New Delhi-30
क्रेता ईमेल/Buyer Email	cgmodisha.bbnl@nic.in
Item Category/मद केटेगरी	Manpower Outsourcing Services - Fixed Remuneration - IT-Technical; Refer to Additional Terms and Conditions in Bid Document for details; Refer to Additional Terms and Conditions in Bid Document for details
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	13 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 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	Experience Criteria,Bidder Turnover *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?/	Yes

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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	3 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value/अनुमानित बिड मूल्य	4336040
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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 अवधि (महीने).	30

(a). 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 :

M/s BBNL Collection Account
Bharat Boradband Network Limited 3rd Floor, Office Block-1, East Kidwai Nagar, New Delhi- 110023
(M/s Bbnl Collection Account)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

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. 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. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Scope of work & Job Description:** [1745478117.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.: [1745992274.pdf](#)

Manpower Outsourcing Services - Fixed Remuneration - IT-Technical; Refer To Additional Terms And Conditions In Bid Document For Details; Refer To Additional Terms And Conditions In Bid Document For Details (9)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Function	IT-Technical
List of Profiles	Refer to Additional Terms and Conditions in Bid Document for details
Educational Qualification	Refer to Additional Terms and Conditions in Bid Document for details
Specialization	Refer to Additional Terms and Conditions in Bid Document for details

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Refer to Additional Terms and Conditions in Bid Document for details
State	NA
District	NA
Zipcode	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowance 1	Lump sum Medical Allowance
Title for Optional Allowance 2	Mobile and Data Allowance
Title for Optional Allowance 3	NA
Designation	Network Engineer

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Bijaya Kumar Behera	751019, State Head, BBNL Odisha 3rd Floor, Doorsanchar Bhawan, Unit IX, Bhuvneswar	9	<ul style="list-style-type: none"> • Basic monthly pay (INR) exclusive of GST : 28000 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 75 • EPF Admin Charges (INR Monthly) : 75 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • Optional Allowances 1 (INR Monthly) : 1500 • Optional Allowances 2 (INR Monthly) : 1000 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 1800 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 12

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

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. 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.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A1.Allowances admissible to Network Engineers (NEs) in addition to Medical, Mobile & Data Allowance:

Transport Allowance: Rs. 2 per km subject to a maximum of Rs. 4000/- per month.

Night Stay charges: Rs.400/- per night.

Visit Refreshment allowance: Rs. 50/- per day for certified field visits only if the concerned NE is directed to visit any place other than the Districts allocated to him.

Allowance for using Own Laptop: Rs 500/- per month

Note:

(i) No perks or Allowances, other than the above, would be admissible.

(ii) Travelling Allowance, Night Charges, Visit refreshment allowance, allowance for using own laptop shall be reimbursed by the service provider to the deployed personnel which will be paid to the service provider on proof of payment but no Service Charge will be paid on these payments by BBNL to the Service Provider.

A2. Basic Remuneration: The basic remuneration wages per month for NEs shall be Rs. 28000/- and Rs. 29000/- for 1st and 2nd year respectively.

A3.Maximum Age Limit of Network Engineers (NEs) is 40 years.

A4. Minimum Qualification and Experience of Network Engineers (NEs)

(i) Minimum Qualification and Experience of Network Engineers:

Any one of the following: B.E./ B. Tech degree in Electronics / Electronics and Communication/ Electronics and Instrumentation / Mechanical / Instrumentation/ Computer science / Information Technology / Electrical / Electrical and Electronics / MCA or Equivalent recognised by AICTE / UGC/ Ministry of HRD.

Minimum one (1) year of relevant post qualification working experience in IT/ Telecommunication Systems / Optical Fibre.

OR

Three (3) years Diploma or Equivalent recognised by AICTE/UGC/ Ministry of HRD.

Minimum six (6) years of post-qualification experience in IT, Telecommunication Systems, Optical Fibre etc.

A5.Provision for Extension: The contract will be extendable up to another one year on the same terms and conditions.

In respect of manpower attracting statutory/ legal compliances by Chief Labour Commissioner (CLC), the reimbursement to the service provider due to any upward revision shall be limited only to the wages component and the impact of revision shall not be allowed on (i) overheads considered in the estimate (ii) per

ntage of "Service charge" quoted by the bidder in the SOR, meaning thereby, any upward revision in the minimum wages of any or all outsourced resources(s) / manpower during the currency of the contract, shall not result in to revision of the amount of service charge to be paid to service provider during the currency of contract including the extension of validity of contract, if any.

A6. Buyer's right to vary quantities: BBNL will have right to increase quantity of services upto 100 % of contract value without any change in unit price or other terms and conditions.

A7. Deployment of outsourced resources(s) /manpower

- (i) The agency shall ensure that the individual manpower deployed for Technical Support Services in the BBNL conforms to the Schedule of Requirement, Education qualifications and experience prescribed in the Tender Document.
- (ii) The manpower proposed to be deployed for providing the services shall be screened by BBNL. Only selected persons will be deployed by the contractor/Service Provider. The contractor/ service provider will submit the details like Educational qualification, Experience , Proof of Age of the candidates as required in the A3 and A4 of Buyer added specific terms and conditions within 7 days from the date of issue of APO for screening . Also, the name, sex, Address, mobile number and email-id of the candidates will be provided by contractor/ service provider for communication with the candidates during screening. The contractor/ service provider will provide details of reasonably sufficient candidates . Preference will be given to NEs already working in BBNL.
- (iii) BBNL wants to engage outsourcing agency which can provide and manage the Services for BBNL as described in detail in the scope of work. The requirement of the BBNL is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.

A8. Inspection and Tests: The buyer or his representative will have right to inspect and test the services for their conformity to the specifications. In addition, the buyer or its representative shall have the right to screen the candidates before putting them at job.

Notwithstanding the pre-services inspection prescribed above, the candidates may also be inspected at the work station and if any service/ candidates is not found satisfactory, the same shall be replaced free of cost to the buyer, as laid down below.

If any service or any part thereof, fails to fulfil the requirements of the contract, the buyer/ inspector shall give the contractor/ supplier notice setting forth details of such failure and the supplier, shall make the defective services, or alter the same to make it comply with the requirements of the contract forthwith. The supplier free of all charges at site shall make these replacements. Should it fail to do so with the stipulated time, the purchaser reserves the discretion to reject and replace at the cost of supplier the whole or any portion of the services as the case may be, which fails to fulfil the requirements of the contract. The cost of any such replacement made by the buyer shall be deducted from the amount payable to the supplier.

Nothing in this clause shall release the supplier from any of the obligations under this contract.

A9. Commencement of Contract: The period of one year contract shall begin from the date of commencement of services of outsourced resources(s) /manpower (NEs).

A10. NOVATION CLAUSE:

The terms of contract/agreement provide for substitution of any part of this agreement by a new/third party. It is also held that new/third party & vendor/supplier/contractor cannot on their own change the terms of the contract unilaterally. The terms of the agreement can be varied with the mutual consent of the parties.

The new/third party shall assume all the rights & obligations under this agreement and the party who has

assigned its rights & obligations to new/third party under such agreement shall not be liable for any future damages on or after the effective date of this agreement.

This will be without prejudice to any other rights/remedies available to BBNL. Further, this clause shall be binding on the bidder/Vendor/supplier/contractor and non-acceptance to this will lead to rejection of the bid.

A11. TERMINATION FOR CONVENIENCE CLAUSE:

Notwithstanding anything contained in the Contract, the Employer/Purchase/Buyer may, by issuing 30(thirty) days written notice, terminate the Contract in whole or in part. In addition to above, the Service Provider shall not be compensated for de-mobilization and other expenditure incurred toward mobilization/deployment of the human resources or by any other means.

In case of such termination, the obligation of the Employer/Purchase/Buyer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract up to the date of termination, subject to the Service Provider complying with other terms of the Contract or any other expenditure incidental thereto.

This will be without prejudice to any other rights/remedies available to BBNL. Further, this clause shall be binding on the bidder/vendor and non-acceptance to this clause will lead to rejection of the bid.

A12. Arbitration: In the event of any question, dispute or differences arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of CMD, BBNL, and if the CMD is unable to or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD, BBNL.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in course of his duties as a Government servant / PSU employee he has expressed his views on all or any of the matters in dispute.

The award of the arbitrator shall be final and binding on both the parties to the agreement.

The venue of the arbitration proceedings shall be the office of CMD, BBNL, New Delhi or such other places as the arbitrator may decide.

A13. Court Jurisdiction:

(i) Any dispute arising out of the tender/ bid document / evaluation of bids/ issue of advance purchase order shall be subject to the jurisdiction of competent court at Bhubaneswar only.

(ii) Where the contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract / Purchase order entered with him shall be subjected to the jurisdiction of competent court at the Place from where the Contract /Purchase order has been issued.

A14. Special Conditions of Contract

The Special conditions of contract shall supplement other terms and conditions wherever there is a conflict, the provision herein shall prevail.

- (1) The Agency shall ensure that the personnel deployed are medically fit. The agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request by BBNL.
- (2) The personnel deputed to BBNL shall not be changed by the agency in any circumstances unless there is

a specific request from BBNL in writing.

- (3) The service provider shall not accept or demand for their own benefit in the name of registration charges, recruitment fees etc. from the deployed personnel any trade commission, discount or any other or similar payment in connection with the activities under the contract. Service provider shall make their best efforts & ensure that their deployed personnel or agents or supervisors shall also not indulge in any such activity.
- (4) The agency shall be responsible for compliance of all statutory provisions i.e. compliances relating to Provident Fund, Employees State Insurance payment of Bonus etc. under prevailing labour laws including contract labour (Regulation and Abolition Act) etc. in respect of the persons deployed by it in the BBNL.
- (5) The agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to BBNL to concerned tax collection authority from time to time as per extant rules and regulations on the subject matter.

In case, the agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, BBNL is put to any loss/obligation, monetary or otherwise, the BBNL will deduct the same from the monthly bills and/ or from the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

- (6) The agency shall maintain all statutory registers mandatory under the different prevailing laws on the subject matter. The agency shall produce the same, on demand, to the concerned authority of the BBNL or any other authority under Law.
 - a) The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by the BBNL.
 - b) The Service Provider shall obtain all Registration(s)/Permission(s)/ License(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the services under this NIT/Agreement.
 - c) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Govt. Rules/ Local & Municipal Laws/Rules/Orders and Regulations with regard to the provisions of the services under this NIT Agreement.
 - d) The Service Provider will undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under, as applicable, for carrying out the purposes of this NIT/Agreement. The Service Provider shall further observe and comply with all Govt. laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Laws.
- (7) In case the successful agency fails to supply manpower, their details to BBNL within stipulated date mentioned in the Advance Purchase Order(APO) or PO, the EMD/ PBG as available with BBNL from the agency shall stand forfeited without giving any further notice.
- (8) The Agency will ensure the remittance of the wages of each personnel, deployed by them in BBNL in his Bank Account through ECS/RTGS and a copy of the bank statement will be furnished to this office every month along with the bills.
- (9) In case BBNL receive any complaints regarding non-payment of wages and other dues payable to the personnel deployed in BBNL, the amount payable to the employee will be recovered from the bills of Agency and paid to such personnel.
- (10) The service to be provided require extensive travelling within the assigned area, preferably on a two wheeler (Motor Cycle), in performance of day to day field duties. For this purpose, the deployed personnel will be required to arrange two wheeler/transport at their own expense.
- (11) The service provider has to provide photo identity cards to the person deployed by them for carrying out work. These cards are to be constantly displayed & in case of loss of photo ID card a report is to be lodged with local police station in addition to intimation to BBNL by the respective worker.
- (12) The service provider shall be liable for and make good any damage caused to the BBNL properties or premises or any part thereof or to any fixture or fittings therein by any act of omission, fault or negligence on his part or on the part of his employees or agents. The service provider's personnel working should be very polite, cordial, positive and efficient while handling the assigned work and their actions shall pro

mote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

13. The service provider will have to remove from the office any debarred person(s) or who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements.

14. The service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office i.e. BBNL.

15. The Service provider's personnel shall not divulge or disclose to any person any details of office, operational process, technical know/ how, security arrangements and administrative/ organisational matters as all are of confidential/secret nature that can attract legal action.

16. The Service Provider's person shall not claim any benefit/compensation/absorption /regularisation of services in this office under the provision of industrial dispute act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office as a pre-condition before deployment of the personnel.

17. The Service Provider shall ensure proper conduct of their person in office premises, and enforce prohibition of alcoholic drinks, Paan, smoking, loitering without work etc.

18. The Service Provider shall engage the necessary person as required by BBNL from time to time. The said person engaged by the service provider shall be the liability of the service provider and it shall be the duty of service provider to pay their wages every month in time. There is no master and servant relationship between the workers of the service provider and the purchaser (i.e. BBNL). Further the said person (s) of the service provider shall not claim any benefit.

19. The service provider will submit the bill in duplicate by month end of following for payment. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non permissible absent of the manpower.

20. Payments of the personnel's to the service provider would be done strictly on certification by the officer with whom the person is attached in respect of satisfactory services rendered and attendance and not as per the bill preferred by the service provider.

21. The service provider shall be contactable at all times on telephone and he will promptly reply message(s) sent by e-mail/Fax/Special Messenger/Phone from the BBNL. The service provider shall acknowledge immediately on receipt on the same day.

22. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of manpower by the agency, it shall be the entire responsibility of the agency to pay and settle the same.

23. The Contract will be initially for a period of One Year extendable up to another One year on the same terms and conditions.

24. The successful bidder shall be liable for and make good any damage caused to the BBNL properties or premises or any part thereof or to any fixture or fittings thereof or therein by any act of omission, fault or negligence on his part or on the part of his employees or agents.

25. Service Provider will maintain an attendance register at work place in respect of the personnel deployed by the service provider.

26. Service Provider charges will remain fixed during contract period as per financial bid.

27. BBNL reserves the right to accept or reject any or all offers without assigning any reason thereof.

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.
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 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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---