

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-03-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-03-2026 21:30:00
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 Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Babasaheb Bhimrao Ambedkar University
कार्यालय का नाम/Office Name	Babasaheb Bhimrao Ambedkar University Lucknow
वस्तु श्रेणी /Item Category	ANNUAL MAINTENANCE SERVICE - VIDEO/DATA WALL - data wall display; Delta; As OEM
अनुबंध अवधि /Contract Period	3 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	308333
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	38

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

लाभार्थी /Beneficiary :

Finance Officer
 Babasaheb Bhimrao Ambedkar University Lucknow, Department of Higher Education, Babasaheb Bhimrao Ambedkar University, Ministry of Education

(Finance Officer, Bbau)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Additional SOW if not readily covered in the Scope of Works incorporated in STC of

Services:Comprehensive AMC of Delta make LED Video Wall (AC-4 Series, size ≥ 20 ft \times ≥ 10 ft) including controller, media player and all accessories for 365 days. Monthly preventive maintenance, same-day complaint rectification, 24x7 support, uptime assurance, replacement of defective OEM spares, standby arrangement during repair, software/firmware support, logbook maintenance and SLA-based penalty provisions as per bid document.

Other Information:Eligibility: GST, PAN, OEM/Authorized partner, Similar work experience in Govt. organizations, Turnover certificate for last 3 FY, Not-blacklisted affidavit and EMD submission as per bid. Payment on half-yearly basis after satisfactory service. Performance Guarantee 3%, Security Deposit 2.5%. Bid validity 180 days. Contract period 12 months extendable for 3 years on yearly basis based on performance. Penalty Rs.2000 per day for delay (max 10% of contract value).

Asset Details and its Distribution across the consignee /user locations:1771684481.pdf

Consignee Wise Service Engineers/Help-Desk Personal details:1771684485.pdf

ANNUAL MAINTENANCE SERVICE - VIDEO/DATA WALL - Data Wall Display; Delta; As OEM (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type Of Asset/Product Category	data wall display
Amc Make/Brand	Delta
Status of Annual Maintenance Service Provider	As OEM
Diagonal Screen Size (Cm) Video Wall System	325 or higher
Number Of Input Ports (Data Wall Controller)	4
Number Of Output Ports, Suitable For Data Wall Display	4
Onsite Service Engineers Requirement	As Indicated in Bid Document
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client Video wall System	Inclusive
Periodicity of Preventive Maintenance Services	Monthly
एडऑन /Addons	

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 / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Raj Kishore	226025,BabaSaheb Bhimrao Ambedkar University, Vidya Vihar , Raibarailly Road	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. Buyer Added Bid Specific Scope Of Work(SOW)

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

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

BID DOCUMENT / ADDITIONAL TERMS & CONDITIONS

NAME OF WORK COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF LED VI
K: DEO WALL UNIT WITH ACCESSORIES (MAKE - DELTA, P4 (AC-4 S
ERIES), SIZE - ≥ 20 FT. \times ≥ 10 FT.) INSTALLED AT AUDITORIUM B
BAU (Estimated Cost - Rs. 3,08,333.00 including of Taxes)

A. SCOPE OF WORK:

The scope shall be Comprehensive Maintenance of LED DISPLAY for One Year. Scope of work shall include followings;

1. The CAMC Vendor / Service Provider Agency (SPA) shall carry out Preventive Maintenance Service of equipment's at each month during period of the contract.
2. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of Auditorium, BBAU as per laid down SLA and other provisions contained in this document.
3. The contract shall be on comprehensive basis, inclusive of all repairs and replacement spare parts (including consumables but excluding online UPS batteries) without any extra charges.
4. Service provider shall deploy trained, experienced and competent service technician / engineer for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices / OEM manuals in user's location.
5. Continuous efforts shall be made by CAMC Vendor / Service Provider Agency (SPA) to minimize the down time of the equipment as a part of the duties of the service provider agency.
6. The CAMC Service Provider Agency (SPA) shall ensure that all equipments are maintained at optimum operating levels.
7. CAMC of L.E.D. Video Wall Unit with Accessories shall include the changing of SMPS, all type of connecting cables, ICs, LED controller, all type of wires, LED tile etc. as and when required Whenever needed.
8. All repairing jobs of Video Wall Unit with Accessories carried by the CAMC Vendor / Service Provider Agency (SPA) shall be monitored & inspected by staff of engineering section for its quality and functionality.
9. All scheduled maintenance required for the upkeep of the equipment will be carried by CAMC Vendor.
10. For maintenance services all the necessary & adequate tools / instruments will be provided by the CAMC Vendor / Service Provider Agency (SPA) itself to the engineers responsible for the upkeep of equipment at BBAU's premise.
11. Following is the list of items installed at Auditorium, BBAU Lucknow Campus;

S.No.	Item Description	Make	Model	Qty
1	LED Display (Size - ≥ 20 ft. x ≥ 10 ft.)	Delta	AC-4 Series	1 Nos.
2	LED Media Player	Delta	Vivitek Nova DS	1 Nos.
3	LED Controller	Delta	LDP 2K	1 Nos.

12. All items required during AMC to be replaced should be of OEM make.
13. LED Video wall system has to be maintained during the entire period of the contract in working condition with regular or monthly preventive maintenance & servicing of the equipment etc.
14. Service provider will restore any system & bring back to its original state, if any system fails.
15. The maintenance firm/contractors shall maintain a logbook / complaint register for maintenance & servicing.
16. Installation / re-installation of hardware, all kinds of OS pertaining to AV devices including installing software, device drivers, patches, updates etc.
17. The firm shall record the calls attended and regular monthly services rendered and get signature of the end user along with staff of engineering section.
18. If any part goes faulty it shall be replaced either by a similar part or higher version.
19. Do periodic preventive maintenance of all the systems once in a month.
20. The firm shall be ready to provide 24x7 support after the working hours or on holidays, as required.

21. During the period covered under AMC if any new equipment /accessory, is added or removed from AMC, then the AMC cost will be increased or decreased subsequently as per covered equipment AMC cost under cover.
22. The AMC is Comprehensive shall include services and repairs / replacement of defective parts
23. The service provider will replace necessary parts, with equivalent or updated / branded parts, free of cost, if found defective, provided by the office. In case of replacement, the defective spares covered under this contract shall remain the property of this office.
24. The vendor shall provide all assistance in up-gradation of software/ replacement of hardware as and when required.
25. The vendor shall attend to all the calls on the same day of lodging a complaint failing which penalty will be levied and deducted from the bill submitted.
26. If systems / sub-systems are required to be taken out of office for repairing, then a stand-by system/ subsystem of similar configuration and quality acceptable to this office to be provided on returnable basis. Contractor will be responsible for transportation and delivery of the system/ subsystem. Such items under repair should be repaired to the satisfaction of the User / Engineer in Charge and returned within a period of maximum one week.
27. The vendor shall maintain system checks report register which shall be verified and countersigned by the end user or engineer-in-charge, which will be checked before the half yearly payment of the bill submitted by the vendor for payment.
28. The A.M.C. Service Provider shall promptly attend to all complaints / problems reported and complaint should be rectified to the user's satisfaction by the assigning technical staff on the same day of booking of the complaint.
29. CAMC Vendor / Service Provider Agency shall provide the full details of the escalation mechanism in terms of official address, phone numbers (both fixed & mobile numbers) and working mail Ids.
30. The work is required to be done to the satisfaction of the Engineer in Charge.

(Bidder's Signature and Stamp)

B. ELIGIBILITY CRITERIA:

(a)	GST Registration Certificate <i>(Copy of GST Registration Certificate must be submitted)</i>
(b)	PAN card (Copy must be enclosed).
(c)	<p>Experience (Certified Copy of Completion Certificate must be enclosed) of having successfully completed similar nature of works during last 07 (Seven) years ending last day of previous month to the one in which applications invited should be either of;</p> <ul style="list-style-type: none"> i. One Work Order/Job of similar nature, value not less than 80% of Estimated Cost. OR ii. Two Work Orders/Jobs of similar nature, value not less than 60% of Estimated Cost. OR iii. Three Work Orders/Jobs of similar nature, value not less than 40% of Estimated Cost. <p>Note: "Similar" nature of works shall mean carrying out work related to LED Video Wall Systems in Govt. Offices / Buildings etc.</p>

(d)	Average Annual Turnover during the last 03 (three) Financial Years should be at least 30% of the Estimated Cost. (A Certified Copy of Annual Turnover from Chartered Accountant along with Balance Sheet & Profit and Loss Account for past 03 (Three) Financial Years must be submitted.
(e)	O.E.M. or their O.E.M. Authorized Firms / Dealers / Channel Partners (A Copy of Valid Authorization Certificate from O.E.M. must be submitted)
(f)	Affidavit duly attested by the notary on Rs 100/- non-judicial stamp paper that the firm is not blacklisted
(g)	Bidder needs to submit scanned copy of EMD amount (Minimum 2.5 % of Estimated Cost) and hardcopy of EMD is required to be submitted at Babasaheb Bhimrao Ambedkar University, Lucknow by speed post or in person.

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C. OTHER IMPORTANT DETAILS

EMD	2.5% of Estimated Value In the form of Fixed Deposit Receipt /Demand Draft of Scheduled Bank issued in favour of Finance Officer, Babasaheb Bhimrao Ambedkar University, Lucknow addressed to Executive Engineer, BBAU, Lucknow.
Performance Guarantee (PG)	3 % of Contract Value valid for 18 Months In the form of Fixed Deposit Receipt / Demand Draft of Scheduled Bank issued in favour of Finance Officer, Babasaheb Bhimrao Ambedkar University, Lucknow addressed to Executive Engineer, BBAU, Lucknow.
Security Deposit	2.5 % of Bill Value
Time/Period of Completion	365 Days
Bid Validity	180 days (from bid opening date)

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D. Financial Bid

Sr. No.	Item details	Type of AMC	Quantity	Unit Rate / Annual	Total Amount
1	Annual Maintenance Contract (AMC) for 1.6 mm LED Video Wall Display along with all accessories and hardware such as Controller, & Media Player etc. along with Video Wall management software with all kind of DVI/HDMI/DP/etc. type inputs for One year as per the make and model specified in Scope of Work.	Comprehensive	1 Job		
2	Total Amount (Excluding Taxes)				
3	GST Amount				
4	Total Amount (All Inclusive of Taxes)				

Note:

- a) The prices quoted are inclusive of all the incidental services related to the CAMC even if specified explicitly.
- b) Unit Rate per Annum indicated shall be inclusive of installation, duties, transport, packing and transit insurance charges etc.
- c) Deduction of taxes at source will be made as per applicable laws from the payments to be made to the selected Vender.

(Bidder's Signature and

E. Additional Terms and Conditions

1. Bids prepared by the tenderer shall contain all requisite information along with self-attested supporting documents as per details in documents related with eligibility criteria.
2. The bidder is required to submit an **Affidavit duly attested by the notary on Rs 100/- non-judicial stamp paper that the firm is not blacklisted** along with Documents related with Eligibility Criteria.
3. In selecting technically suitable parties, the decision of the will be final and binding. No correspondence in this regard will be entertained. University reserves the right to cancel the AMC at any time without assigning any reason.
4. Prospective Bidder are advised to inspect the site of the work before quoting their rates, to satisfy themselves about the conditions of equipments/inventory as installed.
5. The rates quoted should be inclusive of Cess, Taxes and any other levies and duties on the price of the material and nothing extra on this amount shall be payable by the department.
6. **Scope of Work:** Contractor needs to abide by all the condition given under Scope of Work of this Tender document.
7. **Payment Terms:** The mode of payment shall be on half yearly basis after successful completion of the work.
8. **Time of Completion: Twelve Months** only from the date of issue of the order.
9. **Compensation for Delay:** The contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in the maintenance contract. In case the contractor shall not attend the Routine work within 24 hours penalty @ Rs. 2000/- per day to be maximum up to 10 % of Contract Value will be deducted and the work to be carried out through some other source at the expenses of the contractor.
10. **Termination of Contract:** Either of the party may terminate the agreement after giving one month notice in writing. However, if the deadlines given in clause no. 9 (Compensation for Delay) are not met or during the period of contract, the performance of contractor is not satisfactory. University shall be at a liberty to terminate the agreement at any time without assigning any reason with immediate effect.
11. **Extension of Contract Period:** The contract period can be extended mutually for another three years on year basis based on satisfactory performance to be recorded by Engineer in Charge.

- 12. Tools and Plants:** The required tools and plants for carrying out the work shall have to be arranged by the Successful Tenderer at his/her cost and no tools will be arranged by University. The Contractor shall keep all required at site.
- 13. Conduct of Contractor's Staff:** The Successful tenderer shall be responsible for the conduct of his personnel in case of any complaint against any staff; the Successful tenderer will be under obligation to suitably punish the personnel when instructed orally or in writing by the Engineer In Charge. The Successful Tenderer shall observe all laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The University shall not be held accountable and responsible on this head with regard to staff on the rolls of the Successful Tenderer.
- 14. In case of any provision not available in this contract, the provision given in latest CPWD guidelines shall all be followed.**

(Bidder's Signature and

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---