

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-08-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	26-08-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Uttar Pradesh
विभाग का नाम / Department Name	Medical Health And Family Welfare Department Uttar Pradesh
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Lucknow Hq
वस्तु श्रेणी / Item Category	Internet Bandwidth and Replication Service - Internet Leased Line; Private Service provider; Class A, Unified; National long Distance (NLD); 200
अनुबंध अवधि / Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
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	1000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	20000

#### 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).	26

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

Policy.

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

**लाभार्थी /Beneficiary :**

Managing Director  
Lucknow HQ, Medical Health and Family Welfare Department Uttar Pradesh, N/A,  
(Managing Director)

**विभाजन/Splitting**

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	No
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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. 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.
4. 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**

**Detailed Scope of Service:**[1754375500.pdf](#)

**Internet Bandwidth And Replication Service - Internet Leased Line; Private Service Provider; Class A, Unified; National Long Distance (NLD); 200 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Service	Internet Leased Line
Types of Service providers	Private Service provider
License of Internet lease line (ILL)	Class A , Unified
License of Lease Line (LL/PP)	National long Distance (NLD)
Bandwidth Capacity ( In Mbps)	200
DDOS with Internet Lease line Services	Yes
Latency within India	Less than 60 ms
Latency outside India	Less than 180 ms
Packet Drop ( In percentage )	less than 1
Type of Media	Fibre
Link Type( Manageability)	Managed
Static IP required ( For ILL)	8
Router/ Networking Accessories	Provided by Seller
<b>एडऑन /Addon(s)</b>	

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents****प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Links	अतिरिक्त आवश्यकता /Additional Requirement
1	Anusuya Prasad	226002,UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow- 226002	1	<ul style="list-style-type: none"><li>Number of months for which service is required : 24</li></ul>

**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 ATC**

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

## 3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

# 1. **SCOPE OF THE WORK**

This Tender is for Obtaining Services of 200 Mbps (1:1) Internet Leased Line (ILL) Services on optical fiber from Authorised Class "A" OR class "B" Internet Service Providers (ISP's) to Uttar Pradesh Medical Supplies Corporation Ltd.(UPMSCL).

Scope of the work also includes

1. The service Provider Must undertake to supply the necessary hardware, software, installation, commissioning for internet lease line services and to rectify the defects therein in conformity in all respects at registered office for the period of the contract.
2. The service provider shall assign a qualified technical person who shall ensure the smooth functioning of ILL services and the said person shall be available to attend the calls in respect to the functioning of the services.
3. The service provider shall comply with all applicable laws, statutes, rules, regulations, ordinances, codes and orders.
4. The service provider shall respond to the enquiries promptly and perform the services in timely and competent manner.
5. The fiber optic link to the UPMSCL should be in ring topology to provide redundancy and link must be capable of upgrading at a later stage as and when required.
6. Service provider should provide tool to monitor network uses/bandwidth.
7. Service provider should ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks.
8. Installation of 200 Mbps internet leased line is the sole responsibility of the service provider. Wireless for the last mile will not be accepted.
9. All the operation maintenance i.e. (updates, upgrades, configuration management, warranty etc.) should be borne by the service provider.
10. The Bidder has to submit the detail of offered solution.
11. The bidder should have Toll Free number for fault registering within India and should provide L2 & L3 support on 365 x 24 x 7 basis.
12. The average time to repair should not be more than 2 hrs during office working hours & 4 hrs during non-working hours of office.

13. The bidder should provide all necessary equipment for connectivity, if any.
14. The service provider has to provide onsite support, as and when required.
15. The bidder has to demonstrate the bandwidth as per this tender and will bring its own test equipment to show the bandwidth speed as and when required.
16. The link & hardware is considered as commissioned successful only, if its uptime is more than 99% for consecutive 14 days of 24 hrs per day, based on the reports generated by the NMS tool. The period of 14 days will start from the day of commissioning, as declared by System Integrator.
17. However, if the system does not meet the availability criteria laid down as above within 4 weeks from date of Installation, commissioning & testing and tendered shall have the right to reject the system and ask for its replacement. If so deemed necessary, the bidder shall replace the whole or part of the system as suggested by tendered within six weeks from the date of rejection notice. If the bidder fails to replace the system as required, the tendered reserves the right to initiate any contingent measures as deemed necessary in the interest of the project, and the cost of same has to bear by service provider.
18. Service provider should provide monthly performance report of network uses along with access through online portal Multi Router Traffic Grapher (MRTG) must be provided by ISP with following features-
  - a. Bandwidth(Hourly, Daily Reports)
  - b. Availability(Hourly, Daily Reports)
  - c. Summary of the above in one page.

## **(A) QUALIFICATION REQUIREMENTS**

The Eligible bidder should satisfy the below mentioned criteria and should submit valid documentary evidence for the below mentioned points:

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1.	Bidder should be a registered company in India under Companies Act, 1956/2013 and should have been in operation for at least three years as on date of RFP	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN no: GST Registration No.
2.	Bidder should have experience of minimum 3 years as an ISP of minimum 200 Mbps bandwidth to the Central Govt/State Govt/ Bank/State PSU/ Corporation/large enterprises.	Copy of the order and/ or Certificate of completion of the work

3.	Bidder should not be blacklisted by Central / any State Government / PSU's for the deliverable services with regards to mailing solution as on the date of bid submission.	Self-Declaration on company letter head
4.	<p>The bidder should submit valid letter from the OEMs / ISP confirming following:</p> <ul style="list-style-type: none"> <li>· Authorization for bidder</li> <li>· Confirm that the products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost.</li> <li>· Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of 5years from the date of commissioning / go-live</li> </ul>	Copy of authorization letter duly signed from the ISP/ OEM.
5.	<p>At the time of bidding, the bidder must hold minimum two of the following valid certificates:</p> <p>a) ISO 9001-2008 , ISO 9001:2015 or higher</p> <p>b) ISO 27001-2005 , ISO 27001:2013 or higher</p> <p>c) ISO/IEC 20000-1:2018 or higher</p>	Copies of the Certificate to be attached.

## **(B) TECHNICAL REQUIREMENTS**

Internet Lease line (Backup line) Specifications	
Type of Service	Internet Leased Line
Types of Service providers	Private Service provider
License of Internet lease line (ILL)	Class A, Unified
License of Lease Line (LL/PP)	National long Distance (NLD)
Bandwidth Capacity ( In Mbps)	200
DDOS with Internet Lease line Services	Yes
Latency within India	Less than 60 ms
Latency outside India	Less than 180 ms
Packet Drop ( In percentage )	less than 1
Type of Media	Fibre
Link Type( Manageability)	Managed
Static IP required ( For ILL)	8
Router/ Networking Accessories	Provided by Seller

Installation Address	7/23 Sector-7, Suda Bhawan, Gomti Nagar Extension, Lucknow-226002
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1. Bidder should have Licence from Department of Telecommunications, Govt. Of India to set up and operate international internet gateway.
2. Bidder must be a member of National Internet Exchange of India (NIXI) at minimum three locations in India.
3. Bidder should have Category "A" or Class "B" ISP license from Department of Telecommunications, Government of India to provide Internet service in India.
4. Technical solution must be provided by the bidder for providing internet connectivity.
5. Bidder should have own dedicated OFC network in Lucknow, Uttar Pradesh.
6. Bidder should not sublet the work to any other/service provider

### **(C) OTHER TERMS & CONDITIONS**

#### **1. TERMS/PERIOD**

- 1.1.** Service Provider shall raise the invoice as per the arrangement in the contract (Quarterly) towards the Services rendered in the previous Quarterly to the Buyer

#### **2. PERFORMANCE SECURITY**

- 2.1.** Within 15 days of the execution of the contract with the Tendering Authority, the successful bidder shall furnish performance security in the form of bank guarantee for 5% amount of order value in favour of Managing Director, UPMSCL which would be valid up to 30 months from the date of issue of the work order.
- 2.2.** Tendering Authority has rights to modify any criteria in qualification required to fulfil the tender condition. Also Tendering Authority has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

#### **3. INSPECTION AND TESTS**

- 3.1.** Interested bidders may do a pre-inspection of the UPMSCL office premises/server room for assessment of the work, on any working days between 10:00AM to 06:00PM
- 3.2.** UPMSCL through its authorized representative shall have the right to inspect and/or test at any time, any of the services being provided by the service provider. The service provider will be under obligation to assist in such inspection and testing and shall not create any hindrance of any kind and on any grounds whatsoever during the validity of the service agreement.
- 3.3.** If any inspected or tested services fail to conform to the technical specifications as per agreement, UPMSCL may reject the entire service agreement and the service provider shall provide the services free of cost to the



UPMSCL.

#### **4. DELIVERY AND INSTALLATION**

- 4.1.** Delivery, installation and commissioning & testing should be done within 04 weeks from the date of issue of work order by UPMSCL.

#### **5. BILLING AND PAYMENT**

- 5.1.** The cost of setting up & installation, commissioning, testing and training has to be borne by the service provider only.
- 5.2.** That the billing cycle for the services provided, which shall be quarterly based on the Service Level Agreement (SLA) report. The successful bidder proactively provides the bills/invoices for a particular billing cycle along with monthly uptime, downtime & Multi Router Traffic Grapher (MRTG) report. However, in case of non-receipt of bills the corporation may request for duplicate bill from the company.
- 5.3.** That the company shall provide benefits in case of reduction of tariff, due to notification(s), circular(s) or any other reasons be passed on to the UPMSCL. In the event of any increase/decrease in government taxes/duties as applicable from time to time, the prices shall be adjusted at the time of payment on submission of their proof to the UPMSCL.
- 5.4.** Service charges or payments to the service provider will be made on **quarterly basis** as the satisfactory services provided to the UPMSCL by receiving a consolidated bill of supply or tax invoice containing GSTN (if applicable).
- 5.5.** The successful bidder must submit a Performance Security of 5% to the Corporation Office within 15 days of the issuance of the work order.

#### **6. SYSTEM AND SOFTWARE**

- 6.1.** However, if the system does not meet the availability criteria laid down as above **within 4 weeks** from date of commissioning, buyer shall have the right to reject the system and ask for its replacement. If so deemed necessary, the service provider shall replace the whole or part of the system as suggested by buyer within six weeks from the date of rejection notice. If the bidder fails to replace the system as required, the tender reserves the right to initiate any contingent measures as deemed necessary in the interest of the project.
- 6.2.** Service provider will provide the suitable training to UPMSCL IT team regarding the system and general troubleshooting.

#### **7. INCIDENTAL SERVICES**

- 7.1.** The successful bidder at no extra cost shall furnish the following services:-
- 7.1.1.** On-site commissioning and startup of the equipment.
- 7.1.2.** Furnishing of the manuals for each item of supply.
- 7.2.** As per SLA, any fault in the internet connectivity due to fiber or devices (except power cut) will need to be resolved by the company as per the following schedule:
- 7.2.1.** On failure of fiber Link, the link should be activated immediately.
- 7.2.2.** The actual uptime on fiber link, to be calculated in respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following service penalty will be imposed:
- 7.2.2.1.** Actual uptime  $\geq 99.5\%$  No penalty
- 7.2.2.2.** Actual uptime  $< 99.5\%$  and  $\geq 99\%$ , then penalty = 1 % of billed value

- 7.2.2.3.** Actual uptime < 99% and >= 98%, then penalty = 2 % of billed value
- 7.2.2.4.** Actual uptime < 98% and >= 96%, then penalty = 5 % of billed value
- 7.2.2.5.** Actual uptime < 96% and >= 94%, then penalty = 8 % of billed value
- 7.2.2.6.** Actual uptime < 94% and >= 90%, then penalty = 10 % of billed value

**7.2.3.** If the Actual Uptime is less than 90 % during a month then no payment for that month will be payable to the service provider. If this is repeated for maximum three consecutive months, after that the contract will be liable for termination, and PBG submitted by the service provider will be forfeited.

## **8. DURATION**

**8.1.** The agreement shall remain in force for initial period of two year from the date of commencement. Thereafter, agreement can be renewed for further period by mutual consent in writing up to 1 year at a time.

## **9. AGREEMENT AMENDMENTS**

**9.1.** No variation in or modification of the terms of the Agreement shall be made except by written amendments signed by both the parties.

## **10. TERMINATION OF CONTRACT**

**10.1.** If SLA has not meet in three successive months, the Internet leased line service agreement will be liable for termination by first party and no further payments will be released and the PBG will be forfeited as this will be considered as substandard service by service provider.

**10.2.** UPMSCSL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, terminate the agreement in whole or part:

**10.3.** If the successful bidder fails to perform any other obligation(s) under the agreement.

## **11. LAW AND JURISDICTION/ RESOLUTION OF DISPUTES**

**11.1.** If dispute(s) or difference(s) of any kind shall arise between the UPMSCSL and the service provider in connection with or relating to this agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.

**11.2.** If the parties fails to resolve their dispute or difference by such mutual consultation within 15 days of its occurrence, then, unless otherwise provided in the agreement if any, either the UPMSCSL or the service provider may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India which will be proceeded by the Arbitrator.

**11.3.** The jurisdiction of all legal dispute will be Lucknow. This entire Agree

ment shall be governed by, and construed in accordance with, the law s of India and the courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement.

## 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 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 [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---**