

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-09-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-09-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Uttar Pradesh
विभाग का नाम / Department Name	Energy Department Uttar Pradesh
संगठन का नाम / Organisation Name	Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow
कार्यालय का नाम / Office Name	Lucknow
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : hod.dt.gem@uprvunl.org Buyer Email id: dipender.kumar@uprvunl.org
कुल मात्रा / Total Quantity	1000
वस्तु श्रेणी / Item Category	USB Port Blocker for DCS Workstation
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	USB Port Blocker
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	RJ45 Port Locking Blocker, Self Priming Pump Conforming To IS 5120, Cellular USB Modem, Automotive USB Charger (USB Car Charger), Road Blocker (MHA), Cables, Converters and Adapters, Chemo Port (V2), Add on Gateways for PABX System, USB Type External Hard Disk Drive (V3), Touchless Soap Dispenser (V3)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	RJ45 Port Locking Blocker
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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 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 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	40 %
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

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

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

USB Port Blocker For DCS Workstation (1000 Unit)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Abhinav Pandya	207001,Jawaharpur Thermal Power Plant	1000	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at

the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

COMMERCIAL & OTHER TERMS & CONDITIONS

1. Price Basis (shall be mentioned in Part-II only):

- a. The bidder shall offer the prices **FIRM & FOR Destination** Basis in Indian rupees per unit.
- b. However, in case the prices are not given FOR destination, following must be invariably mentioned.

i. PRICES: FIRM & FOR

ii. FREIGHT CHARGES: to be first paid by the firm and which shall be reimbursed to the firm against submission of documentary evidences.

2. Transit Insurance: To be arranged for and paid by the firm at their own cost or shall be charged extra @.....

3. Packing & Forwarding Charges: To be borne by the supplier or shall be charged extra @.....

4. Taxes & Duties:

- a. **GST on Prices:** Extra @ **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**
- b. **GST on Freight:** Extra @ **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**
- c. **GST on other charges (if any):** Extra @ **(The firm has to clearly mention that GST required extra otherwise it will be considered that GST is inclusive in the offered rates).**

Note: GST Compliance: GST will be paid extra, as applicable at the prevailing rates. To claim this, the contractor must provide separate valid Tax Invoices/Bill of supply for services and supplies under Section 31 of the GST Act. Payment of the GST component will be subject to the tax reflecting in UP RVUNL's GSTR-2B/2A.

5. Discount: Please enclose manufacturer's Price List (if available & applicable) along with the offer and allow maximum discount on the same as applicable to Govt. Organization.

6. Detailed rates viz. GST, delivery period, discount, payment etc. shall be mentioned clearly in your offer letter.

7. Security Deposit: Supplier shall have to deposit security @ 2% of order value in DD/FDR/CDR (Preferably FDR/CDR) of any scheduled bank only payable and issued in favour of Dy. C.A.O, CFA&BO, JTPP, Malawan, Etah within one month from the date of issue of purchase order. In case Security Deposit is more than Rs 5000.00, it can be deposited in form of BG of scheduled bank also, which should be valid for 12 months with claim period six months from the date of supply.

8. Inspection: Inspection of material shall be done at Central store, JTPS, Malawan, Etah by Quality Assurance Committee.

Inspection of materials i.e. PDI (Pre Dispatch Inspection) May be carried out at the Firm's Works by the representatives of Nigam as per **Annexure-B**, for which the supplier shall well in advance notice to the user division with a copy to the consignee. The material shall also be inspected after receipt at Central store, JTPP Malawan, Etah by the respective nominated person of concerned division.

Third Party Inspection: If required, third party inspection/ Testing, (Agency decided by UPRVUNL) may also be done. If the material passes the required tests the charges shall be borne by the purchaser. In case of failure of material, all the charges (for all samples) for the third party inspection / lab testing shall be borne by the Supplier only.

9. Rejection Of Defective Material: Any defective or inferior material which does not confirm to the specifications mentioned in the order placed shall be rejected and the same will have to be replaced free of cost by the supplier.

10. Validity: The offer must be valid for 120 days.

11. Delivery: Delivery period for supply shall be 60 days from the date of issue indent from the consignee

against the released purchase order.

- 12. Income Tax Return:** Latest copy of Income Tax Return (as applicable as per Govt. rules) must be uploaded in Part-I (Technical bid).
- 13. Unloading:** The material shall be unloaded directly at site of Store Division, JTPP, Malawan, Distt.-Etah. The unloading of material shall be in the scope of JTPS, UPRVUNL.
- 14. Terms Of Payment:** 100 % Payment through RTGS/NEFT in their accounts after receipt and check of material at JTPS stores against submission of Tax Invoice. The bidder will provide the details of bank account e.g. cancelled cheque etc.
- 15. Price Fall Certificate:** The supplier, OEM OR Authorized Dealer should submit a "Price Fall Certificate" with every bill, declaring that they have not sold the item at a lower price to any other Government/State Utility during the contract period. If the OEM /Authorized Dealer supplies the same item at a lower rate to any other Government/State Utility during the contract period, the benefit shall be passed on to UPRVUNL.
- 16. Guarantee / Warranty Certificate:** Firm shall submit Guarantee/Warranty Certificate against any manufacturing defect on their letter head, for 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.
- 17. Performance Bank Guarantee:** Performance Guarantee @ 10 % of order value shall be submitted by the firm valid for the guarantee period.
- 18. L.D. Penalty:** LD Penalty @ ½% per week, subject to a maximum of 10% of unsupplied portion shall be imposed for delay in supply beyond stipulated delivery period.
- 19. Interchangeability Certificate:** Material shall be Interchangeable/compatible with the existing ones and the firm shall provide certificate for the same. If material is not found interchangeable/compatible, then the same shall be replaced free of cost by the supplier.
- 20. Test Certificate:** Material supplied should conform to latest Indian standard specification. Test Certificate will be provided along with the supply of material. If the material is not found as per latest relevant IS applicable, the supplied material shall be replaced free of cost by supplier.
- 21. Consignee:** Material will be dispatched consigned to "EE, Store Division, 2X660MW Jawaharpur Thermal Power Project, Malawan, Etah.
- 22. Bills:** The Tax Invoice only should be sent to the Executive Engineer, Store Division, 2X660MW Jawaharpur Thermal Power Project, Malawan, Etah for payment.
- 23.** In case of placement of order, if the material is not supplied within Six months after the expiry of the delivery period then order may be cancelled & suitable action shall be taken as per rules.
- 24. Force Majeure:** Force Majeure shall mean any event beyond the reasonable control of the Purchaser or of the supplier as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
 - (a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion act of foreign enemy and civil war.
 - (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
 - (c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or any other act or failure to act of any local state or national government authority
 - (d) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, epidemics, quarantine and plague.
 - (e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) Shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract/PO (when placed) by an event of Force Majeure, then it shall notify the other in writing within 15 working days of the occurrence of such event and the circumstances thereof immediately after the occurrence of such event. In such Force Majeure events and upon giving notice in this regard, party will be excused from the performance or punctual performance of its obligations under the Contract/PO for so long as the relevant event of Force Majeure continues and to the extent that party performance is prevented, hindered or delayed. The time for completion will be extended accordingly in such case.

- 25.** Each and every paper of bid submitted by firm **should be legible** and stamped and signed by giving remark "SUBMITTED BY ME" by Authorized Signatory with seal of the company. Documents not having such remark / illegible may not be considered / accepted for evaluation.
- 26.** Any bidder running blacklisted in UPRVUNL on the date of opening of part-I of Bid is not eligible to participate in Tender/Bid. If the same is found during finalization of bid process, then their offer will be reject

ed.

27. If at any stage during finalization of bid/ execution of purchase order, any document, submitted by a bidder in his bid in support of Pre-Qualifying Conditions, is found to be forged / false, his bid is liable to be rejected, purchase order cancelled, EMD / Security deposit forfeited and any other departmental action as deemed fit be initiated. For this purpose the contractor shall have to produce original documents, if required, before opening of bid Part-II or afterward.
28. Canvassing in any form will disqualify the firm.
29. We hereby give our consent to accept all the commercial terms and conditions mentioned in the tender specification as well as of Form 'B' of UPRVUNL.
30. **Right To Change Specification Clauses:** The specification committee reserves the right to change any of the clauses of the accompanying specifications as per site requirement.
31. **UPRVUNL Dispute Resolution Mechanism** All disputes shall be settled as per "UPRVUNL Dispute Resolution Mechanism" approved by UPRVUNL BOD on dated: 18/02/2025.
32. **Court Of Jurisdiction:** Competent court of Etah / Hon'ble High Court of Judicature at Allahabad.

NOTE: If any of the above mentioned terms & conditions are left unattended / unmarked, it shall be considered as 'Accepted' by the bidder.

PRE-QUALIFYING CONDITIONS

TENDER BID PART-I (TECHNICAL BID): Following documents are to be submitted in Part-I of tender, otherwise Part-II (Price Bid) shall not be considered:-

Sl. No.	Description
1.	Earnest Money (Refundable): Rs. 3,000.00 /- (Rs. Three Thousand Only) to be submitted in form of RTGS/NEFT/BG in favour of Dy. CAO, CFA & BO, 'J'TPS, Malawan, Distt.- Etah. In case, the Earnest money amount exceeds Rs. 5000.00, the same may be submitted in the form of Bank Guarantee issued from a scheduled bank in standard applicable format valid for a period of minimum Six months with claim period of four month over and above the validity period. Account Details: A/c Type: Current Account, Account no. 2789002100007763, IFSC Code: PUNB0364300, Branch name: PUNJAB NATIONAL BANK, GT Road, Etah. Copy of deposit of Earnest Money in bank electronically with UTR Number along with Account Name / scanned copy of pay in slip signed by FIRM should be electronically uploaded with Tender documents. No Offline submission of Earnest Money in form of DD/BC will be accepted. Earnest Money is to be transferred from the BIDDER/ CONTRACTOR's account only. Exemption from submission of the earnest money shall not be allowed in any case. and offers without requisite EMD in prescribed form would be summarily rejected. a). In case EMD is submitted through RTGS/NEFT, the bidder <u>must upload</u> details filled in Prescribed format in Annexure-I. b). In case EMD is submitted in the form of Bank Guarantee, the bidder must upload a scanned copy of Bank Guarantee, issued by commercial scheduled bank in the prescribed format in Annexure-II. In case of submission of bank guarantee, <u>bidder must also upload and submit copy of confirmation email sent by bank after issuing bank guarantee</u>. The bank guarantee to be issued by the issuing bank on behalf of bidder/contractor in favour of Dy. CAO, JTPS, Malawan, Etah shall be in paper form as well as issued under the structured financial massaging system (SFMS). The details of beneficiary account for issue of BG under SFMS platform shall be Punjab National Bank Account No.2789002100007763, IFSC Code: PUNB0364300. Note: Exemption from depositing the EMD shall not be allowed in any case and offers without requisite EMD cost in prescribed form would be summarily rejected.

2.	Declaration (Affidavit) duly signed by notary and affixed with notary stamp on Non-Judicial Stamp Paper of Rs. 100/- in the prescribed Performa with 2 nos. witnesses <u>regarding validity of offer</u> (Rates) for Four months (120 days) from the date of opening of Part-II (price bid). Prescribed Performa is enclosed in Annexure-III .
3.	The bidder shall be <u>Manufacturer/ Authorized dealer/ Regular supplier</u>. In support of this the bidder shall submit legible photo copies of purchases order(s) placed on them for <u>supply of tendered material / other similar material</u> from BHEL/ NTPC / Railway/ UPRVUNL / SEB's / other Govt. / Semi Govt. Organizations Value of such orders should be – a. Value of one such order should not be less than 80 % of the estimated value of the tender OR b. Value of two such orders should not be less than 50 % of the estimated value of the tender. OR c. Value of three such orders should not be less than 40 % of the estimated value of the tender. These orders should have been placed within <u>past seven years</u> from the date of publication of this tender / uploading on the government e-tender portal. Note: In case tenderer is an Authorized Dealer, purchase orders(s) placed on them or on their principal shall be accepted.
4.	Financial turnover of the firm during the last 3 years (i.e. For 2023-24, 2024-25 & 2025-26) certified by the CA, BASED ON FINANCIAL STATEMENT <u>along with UDIN No.</u> Average annual financial turnover during last 3 years should be at least 30% of estimated cost, must be uploaded in prescribed format in Annexure-IV. Provisional Certificate: If the formal audit is still in progress, a Provisional Certificate for FY 2025-26, signed by a Chartered Accountant and bearing a valid UDIN, must be submitted. The turnover for the current financial year (FY 2025-26) must be supported by the firm's GSTR-1 returns.
5.	Legible valid copy of GST Registration certificate in form GST REG-06 must be submitted.
6.	The bidder should submit a legible valid copy of PAN card.
7.	Authorization letter: In case tender has been filled by person other than Proprietor/partner, original copy of authority letter mentioning Tender No must be uploaded in e-tender portal.
8.	The bidder should submit "Un-price Bid", as enclosed in Annexure-A duly filled up and signed under seal along with the technical specification of the items offered by the bidder.
9.	"No Deviation from Technical Specifications and Commercial Terms & Conditions" is allowed as per tendered items along with technical specifications and the firm must confirm the same <u>in Bid Part-I only</u> on firm's letter head.
10.	The bidder shall enclose Annexure-B (Commercial & other terms and conditions) with this tender document, duly filled up and signed for acceptance on both sides.
11.	Partnership / Company: Copy of partnership deed, in case of tenderer is partnership firm. In case of limited company, copy of registration certificate issued by Registrar of companies along with Memorandum of Association and article of association must be uploaded.
12.	Declaration of No relation: Declaration on Firm's Letter Head as per prescribed format in Annexure-V for No relative in UPRVUNL certificate must be uploaded.
13.	Declaration of No Black-listing: Declaration on Firm's Letter Head regarding non black listing of the firm by any SEBs/UPRVUNL/NTPC/BHEL/PSU's/Govt. Sector body or any other organization must be uploaded in prescribed Performa in Annexure-VI .
14.	Necessary Certificates: Bidder must submit the declaration on their letter pad as per prescribed proforma in Annexure-VII to certify that the bidder does not false or mislead the Nigam, if found, failing which bid may be rejected at any stage.

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| 15 | <p>MATERIAL TESTING: The bidder has to furnish acceptance for material testing as per latest standard and as per order specification, if required. The testing of the material shall be carried out through any NABL accredited LAB or any other organization of the choice of UPRVUNL. If required 3rd party inspection may be done jointly by M/s Lloyd register industrial Services & UPRVUNL. Firm shall provide the acceptance of the following conditions on their letterhead:</p> <p>-</p> <p>(a) If the sample found correct in the lab testing report then Inspection charges/testing charges shall be borne by UP Rajya Vidyut Utpadan Nigam Ltd.</p> <p>(b) In case any sample fails in the lab testing report then Inspection charges/testing charges shall be borne by the Firm for all samples of the material along with the charges of 3rd party M/s Lloyd register industrial Services.</p> <p>(c) Sampling shall be done jointly by the representative of Firm and UPRVUNL / M/s Lloyd register industrial Services.</p> |
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NOTE: Part-I (Technical Bid) will be opened on its due date & time. If any bidder has not submitted documents required for Opening of Part-I of the GeM Bid then his bid Part-II (Price bid) shall not be opened accordingly.

Note- If Participating Firm has any query regarding the Technical or Commercial terms & condition, may raise well before 03 days prior to opening of Part-I of Tender. After that queries will not be entertained.

1. **For Commercial Query-** (Er. Dipender Kumar, Mobile No.: 91 7017532372)

3. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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 कार्यवाई 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---
