

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-09-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-09-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Tamil Nadu
विभाग का नाम/Department Name	Revenue Department Tamil Nadu
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Cuddalore
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :deo-cuddalore@nic.in Buyer Email id: dpocud@gmail.com
कुल मात्रा/Total Quantity	60
वस्तु श्रेणी /Item Category	Entry and Mid Level Desktop Computer (Q2) , Antiv Interactive UPS with AVR (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7.8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnov (Requested in ATC),OEM Authorization Certificate,A (Requested in ATC) *In case any bidder is seeking exemption from Expe Criteria, the supporting documents to prove his elig 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 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 the tender/bid process will also be displayed to othe 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	1
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	1
विगत प्रदर्शन / Past Performance	60 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	Entry and Mid Level Desktop Computer
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 day receipt-cum-acceptance certificate (CRAC) and on-l (This is in supersession of 10 days time as provided 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. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where case data is available for only two of the last three financial years, the average shall be computed based on those two years. If the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the company from the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence shall be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Product to State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied during each of the Financial year. In case of bunch bids, the category of primary product having highest value should be considered.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for selection Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the selection of bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criterion for the reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonable and competitive prices received in Bid / RA process.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar product to 60% 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 in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest value should meet this criterion.

Entry And Mid Level Desktop Computer (20 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Required Values)
PROCESSOR	Description of Stores	Desktop Computer with Table Mount Monitor, Compatible Chipset as per Processor Make and Model
	Computer Type	Entry Level
	Processor Number	AMD Ryzen 3 5300G, Intel Core i3 12100 Or higher
OPERATING SYSTEM	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16, 32 Or higher
STORAGE	Type of Storage Installed with the System	NVMe-SSD
	SSD - Storage Capacity (in GB)	512, 1024, 2048 Or higher
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
WARRANTY	On Site OEM Warranty (in Year)	3, 4, 5 Or higher

Additional Specification Parameters - Entry And Mid Level Desktop Computer (20 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
DESKTOP	13th Gen Intel CPU HP INTEL CORE I3 13100 GENERATION PROCESSOR / / WINDOWS 11 PRO / 21.5-INCH MONITOR/WIFI/WIRED KEYBOARD & MO

* Bidders offering must also comply with the additional specification parameters mentioned above.

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी
1	Jothimani S	607001,District Planning Office, Beach Road Cuddalore - 607001	20	30

Antivirus Software (20 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
Basic Information	Description Of Store	Standalone Antivirus Software
	Software Supplied Via	CD/DVD
	Activation Type	Offline Mode
SCOPE OF LICENCE	Type of Licence	1 year Subscription
	Number of Devices Supported Per Licence	1, 3, 5, 10, 15, 20, 25, 50, 100, 150, 200 Or

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
FEATURES	Features Provided	Vulnerability Scanning, Browser Protection, Protection from PUA (Potential Unwanted App), Scanning, Dark Web Monitoring, Heuristic App Protection, Network Threat Protection, Anti-Malware, Anti-Ransomware, Boot time Protection, On-Access Scanning, Scheduled Scan, Cloud Protection, Intrusion Detection System Prevention System (IPS), Protection from Browser and Outgoing Email Protection, Instant Message Demand Scanning, Automatically Clean Installed Compressed File Formats, Quarantine, Register Malicious Web Page Blocking, Tamper Protection, Download Protection, Social Media Protection, Data Encryption, Automatic Exploit
	Operating System Supported	Windows

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी
1	Jothimani S	607001, District Planning Office, Beach Road Cuddalore - 607001	20	30

Line Interactive UPS With AVR (V2) (20 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
GENERIC	UPS Rating (in KVA)	1.0, 1.5, 2.0, 3 Or higher
	Inverter Technology	MOSFET-PWM
	Inverter Efficiency (in %)	60% or better, 70% or better Or higher
	Minimum Guaranteed Battery Backup Time (in Minutes) at Full Load	15, 30, 60, 90, 120, 180, 240 Or higher

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी
1	Jothimani S	607001,District Planning Office, Beach Road Cuddalore - 607001	20	30

Special terms and conditions-Version:7 effective from 09-09-2026 for category Entry and Mid Level Des

1.

1	Category Specification / MeitY Model Technical Specification / ATC Restrictions	The category has been created in accordance with the Model Terms and Conditions issued by the Ministry of Electronics and Information Technology, Government of India, W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters specified therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical specification, value, particular processor, processor brand, processor manufacturer, or any other requirement which restricts or overrides the Category Specification. The GeM General Terms and Conditions (GTC) shall apply accordingly.
2	Product Verification	Each supplied Device shall bear a unique device serial number or identifier traceable to the OEM. The Buyer/Consignee shall be responsible for verifying the authenticity of the supplied product including the configuration details on the OEM website.
3	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, or any other method to display the OEM name/logo on the motherboard or any internal component. There shall be no mandatory requirement that the OEM of the device must be a Microsoft Device Partner or hold any specific Microsoft authorization.
4	Operating System - OEM/Publisher Status	Where Microsoft Windows is supplied, it shall be a genuine, legally activated copy of the Windows edition/version declared in the configuration details. Where any other Operating System is supplied, it shall comply with the licensing terms and conditions of the concerned Operating System publisher/provider.
5	Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally activated copy of the Windows edition/version declared in the configuration details. Where any other Operating System is supplied, it shall comply with the licensing terms and conditions of the concerned Operating System publisher/provider.
6	Operating System - Verification	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall verify that the supplied Windows Operating System is genuine and activated through the OEM, i.e. Microsoft. A valid digital licence or any other verification mechanism permitted by Microsoft for the supplied device shall be acceptable. Where an Operating System other than Microsoft Windows is supplied, similar verification of licence authenticity and activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. If no such verification mechanism is provided, this requirement shall not apply.
7	Operating System - Applicability	The requirements relating specifically to Microsoft Windows licence verification shall apply where Microsoft Windows forms part of the device configuration. Where an Operating System other than Microsoft Windows is supplied, applicable licensing requirements of the concerned Operating System shall be complied with, and verification of licence authenticity shall be required only where such verification is supported by the concerned Operating System publisher/provider.
8	Operating System-specific Certification / Compatibility	Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.

9	USB Port Declaration / Higher Interface Standard	Each physical USB port shall be declared only once under the highest generation/type supported by that port. The same physical port shall not be counted across multiple generations/types merely because of backward compatibility. A compatible higher-generation version of a prescribed USB/interface shall be offered where it meets or exceeds the functionality and performance standard and complies with all other Category requirements.
10	Warranty	The warranty applicable to the supplied Device shall be as specified in the resultant contract and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or a certificate/tag provided by the OEM. Installation requirements, wherever applicable, shall be specified under the Installation, Commissioning and Testing (ICT) clause. As stipulated in the bid, the Seller shall be responsible for installation of the system and for demonstrating its satisfactory functioning to the Buyer's authorised representative.
11	Scope of Installation	In the case of Direct Purchase and L1 Purchase, installation of the Device by the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and accessories or installation of separately procurable software such as antivirus, productivity software, etc., unless such software forms part of the bid through an appropriate GeM category.
12	Buyer/Consignee Obligations for Installation	Where installation is included in the resultant contract, the Buyer shall provide reasonable access to the installation location and make available site infrastructure, including power supply, networking and other facilities. Requirements not forming part of the Seller's contractual scope. Site passes, where required, shall be facilitated by the Buyer/Consignee.
13	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee shall ensure appropriate, that the supplied device conforms to the contractual configuration, quantity and warranty requirements and is free from damage or defects. The supplied product shall be new, unused and in original packaging. Buyer/Consignee may verify the packaging, supplied accessories and installed operating system where applicable, unique device serial number, contracted configuration and applicable warranty.
14	HDD/SSD Storage Retention	Where required on account of information-security or data-retention, Buyer may prescribe an appropriate contractual condition under the resultant contract (procurement via bids) regarding retention of storage media such as HDD/SSD in the supplied device.
15	Availability of Monitor	Supply of the monitor shall be governed by the applicable Category. The contract shall specify "Availability of monitor". Any specifications or requirements shall apply only where a monitor forms part of the contracted configuration.
16	Configuration Alteration - Seller	The configuration supplied shall conform to the configuration of the resultant contract and shall be supported/authorised by the OEM. Seller shall not make any alteration or substitution of components which result in a configuration different from the contracted configuration or affects OEM warranty/support. The Device shall be delivered to the Consignee in its original, factory-approved configuration.
17	Service Escalation Matrix	The Seller shall provide appropriate contact details and an escalation matrix for warranty/service support to the Buyer/Consignee at the time of delivery.

Special terms and conditions-Version:1 effective from 24-03-2026 for category Line Interactive UPS with 10KVA and above

1. The seller shall ensure that the supplied battery bank has sufficient VAH capacity to meet or exceed the specified load conditions.

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% of the original quantity.

at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity ordered after the last date of original delivery order and in cases where option clause is exercised during the extended delivery period shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increase in Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Good Quality and providing Statutory Clearances required (if any)

3. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant in support of details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. The bidder must hold a valid ISO 9001:2015 Quality Management System certificate issued by an accredited certification body. The certificate should be valid on the date of submission of the bid.

2. Audited financial statements, including the Balance Sheet, Profit & Loss Account and Auditor's Report, shall be submitted along with the respective Income Tax Returns (ITRs) for the Financial Years 2022-23, 2023-24, 2024-25 and 2025-26. Financial statements that are provisional or unaudited will not be considered.

3. The bidder shall demonstrate a positive net worth for each of the preceding five financial years.

4. A valid and updated UDYAM Registration Certificate issued by the Government of India shall be furnished by the bidder. The legal entity and GST registration particulars mentioned in the certificate must be consistent with the details in the bid. Any variation in the details may lead to rejection of the bid.

5. In case of any manufacturing defect or repeated malfunction of the equipment during the warranty period, the bidder shall replace the affected unit with a new unit of the same or better configuration without claiming any additional amount from the purchaser.

6. The monitor supplied with the quoted equipment shall be of minimum 22-inch size, IPS type, Full HD resolution, and shall have HDMI and VGA ports.

7. The purchaser may conduct verification of the bidder's office, warehouse, authorized service centre and supplier before or after placement of the order. Inadequate or unsatisfactory verification may result in disqualification of the bidder.

8. All expenditure towards packing, forwarding, transportation, insurance, unloading, installation, testing, commissioning and maintenance of the equipment shall be borne by the bidder.

9. The bidder shall have a GeM Seller Rating of not less than 4.5 as available on the last date of bid submission.

10. The bidder must have experience in supplying the same machine/equipment to Government departments. A copy of at least one relevant purchase order or contract agreement shall be furnished as supporting evidence.

11. The bidder shall have a valid PAN, and the PAN details provided in the bid shall be uniform and matching across all documents and financial records.

12. Only brand-new equipment in unused and factory-sealed condition shall be accepted. Refurbished, second-hand or open-box equipment shall not be permitted.

13. The supplier shall provide a minimum of three (3) years of comprehensive onsite warranty, calculated from the date of installation of the equipment.
14. Installation, testing, commissioning, demonstration and training of users shall be undertaken by qualified personnel of the supplier without any additional charges to the purchaser.
15. The supplier shall provide operation and maintenance assistance, firmware upgrades, software patches and support for a period of at least four (4) years from the date of installation.
16. All complaints received from the purchaser shall be attended to within four (4) hours of reporting, and the fault shall be rectified within twenty-four (24) hours. Where the fault cannot be resolved within this period, the supplier shall provide a higher-configuration standby system at no extra cost until the supplied equipment is restored. The bidder shall confirm its acceptance of this condition along with the bid.
17. Payment shall not be made in advance under any circumstances. Full payment shall be processed only after installation and commissioning of the equipment and submission of the applicable GST invoice. The buyback value, wherever applicable, shall be deducted from the final payment.
18. If any forged, manipulated, fabricated, false or misleading document or information is submitted by the bidder, it shall be liable for immediate rejection. The purchaser may also initiate appropriate legal action against the bidder as per the applicable regulations.

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 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. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice.

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ is justified with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source / Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period is more than 6 months expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with the bid) 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, is permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then the same shall be dealt with 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 specific technical specifications, Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM rules.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional technical specifications in any other document. If buyer needs more items along with the main item, the same must be added through the same category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must be done.

ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this representation against the same by using the Representation window provided in the bid details field in Seller dashboard. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Act, 1947; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 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 Minimum 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 other requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute breach of contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable laws.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement 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 :
किसी भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत होगा।
को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने का
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 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 a 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---