

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-09-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-09-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	West Bengal
विभाग का नाम/Department Name	Food Processing Industries And Horticulture Depa
संगठन का नाम/Organisation Name	Directorate Of Food Processing Industries
कार्यालय का नाम/Office Name	Directorate Of Food Processing Industries Hq
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ss2.fpih-wb@bangla.gov.in Buyer Email id: mis.fpih-wb@gov.in
कुल मात्रा/Total Quantity	7
वस्तु श्रेणी /Item Category	Entry and Mid Level Laptop - Notebook (Q2) , Hig , Antivirus Software (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1.8 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	15 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	To be verified by the buyer at the time of technic
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 Turr in ATC),OEM Authorization Certificate,OEM Annua (Requested in ATC),Additional Doc 2 (Requested i (Requested in ATC),Additional Doc 4 (Requested i specification and supporting document *In case any bidder is seeking exemption from Ex the supporting documents to prove his eligibility 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 the tender/bid process will also be displayed to all bidders who 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	1
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
प्राथमिक उत्पाद श्रेणी/Primary product category	High End Laptop - Notebook
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
अनुमानित बिड मूल्य / Estimated Bid Value	363000
Payment Timelines	Payments shall be made to the Seller within 45 days of receipt-cum-acceptance certificate (CRAC) and or is in supersession of 10 days time as provided in
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 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 Sheet or Profit and Loss statement from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted along 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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during the relevant period. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of 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 OEM 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the purpose of shortlisting bidders. This has no relevance or bearing on the award of bids and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in the selection of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on the value received in Bid / RA process.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Government or PSU for number of Financial years as indicated above in the bid document. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with the bid. In case of bunch bids, the category related to primary product having highest value should meet this criterion.

Entry And Mid Level Laptop - Notebook (1 pieces)

Bis Required	Yes
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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 Requirement
Processor	Laptop Type	Entry Level
	Processor Number	AMD Ryzen 3 5425U, Intel Core i3 - 1215U Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16.0 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.09 (14 In to 14.99 In)
Storage	Capacity of Storage Drive (in GB)	512, 1024, 2048 Or higher

Additional Specification Parameters - Entry And Mid Level Laptop - Notebook (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Additional accessories included with Notebook	2 nos.x UPS 600va; 2nos x External 1TB SSD ; 27 nos x Pendrive 32GB USB WiFi Adapter; 4 nos x MS Office 2024 (Word, Excel, Powerpoint) pe

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डि
1	SOURAV NARAYAN MONDAL	700091,BENFISH TOWER, 4TH FLOOR, 31 GN BLOCK, SECTOR V, KOLKATA -91	1	30

High End Laptop - Notebook (1 pieces)

Bis Required	Yes
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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 Requ
Processor	Base Processor Number	AMD Ryzen 7 5825U or Intel Core i7-1265 higher
	Higher Processor Number	Not Applicable as Base Processor is Select
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16, 32 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.07 (14 In to 14.99 In)
Storage	Capacity of Storage Drive (in GB)	1024, 2048, 4096 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	डि
1	SOURAV NARAYAN MONDAL	700091,BENFISH TOWER, 4TH FLOOR, 31 GN BLOCK, SECTOR V, KOLKATA -91	1	30

Antivirus Software (5 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 Requirement
Basic Information	Description Of Store	Standalone Antivirus Software
	Software Supplied Via	Digital Download (URL)
	Activation Type	Online Mode
SCOPE OF LICENCE	Type of Licence	3 year Subscription
	Number of Devices Supported Per Licence	1, 3, 5, 10, 15, 20, 25, 50, 100, 150, 200 (
FEATURES	Features Provided	Vulnerability Scanning, Browser Protection, Protection from PUA (Potential Unwanted), Dark Web Monitoring, Heuristic Analysis, Threat Protection, Anti-Malware, Anti-Phishing, Anti-Spyware, Anti-Trojan, Anti-Worm, Anti-Ransomware, Boot time Protection, Remote Scanning, Scheduled Scanning, Data Protection, Intrusion Detection System (IDS)/ Intrusion Protection from Browser Exploits, Incoming Protection, Instant Messaging Protection, Automatically Clean Infected Files, Scan Quarantine, Registry StartUp Protection, Malware Tamper Protection, Parental Control, Download Media Protection, Network Attack Blocker, Exploit Prevention

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

क्र.सं./S.No.	परिचाली/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	दि
1	SOURAV NARAYAN MONDAL	700091,BENFISH TOWER, 4TH FLOOR, 31 GN BLOCK, SECTOR V, KOLKATA -91	5	30

Special terms and conditions-Version:6 effective from 09-09-2026 for category Entry and Mid Level Laptop

1.

1 Category Specification / MeitY Model Technical Specification / ATC Restrictions

The category has been created in accordance with the Model Technical Specification of Ministry of Electronics and Information Technology (MeitY) vide letter dated 19.08.2024 and is based on the parameters defined therein. Buyers shall not add any Buyer Added ATCs, any technical parameter, allowed value, particular requirement, processor manufacturer or other requirement which restricts or overrides the Model Technical Specification. Clause 2(e) of the GeM General Terms and Conditions shall apply.

2	Product Verification	Each supplied Device shall bear a unique device serial number or other traceable to the OEM. The Buyer/Consignee shall be able to verify the product including the configuration through the OEM website.
3	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, or name/logo on the motherboard or any internal component.
4	Operating System - OEM/Publisher Status	There shall be no mandatory requirement that the OEM of the offered Device Partner or hold any specific Microsoft authorisation. Where an Microsoft Windows is offered, no specific partner status or authorisation Operating System publisher/provider shall be mandated. Where Microsoft Windows is supplied, it shall be a genuine, legally licensed of the Windows edition/version declared in the catalogue, and the license through a licensing or distribution mechanism authorised by Microsoft. Where Microsoft Windows is supplied, it shall comply with the applicable licensing terms of the concerned Operating System publisher/provider, wherever licensing is required.
5	Operating System - Licensing	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall ensure the supplied Windows Operating System is genuine and duly activated by Microsoft. A valid digital licence or any other licensing mechanism provided by the concerned Operating System publisher/provider shall be acceptable. Where any other Operating System is supplied, verification of licence authenticity and/or activation status shall be required. Where no such verification mechanism is provided, this shall be at the Buyer/Consignee's risk.
6	Operating System - Verification	The requirements relating specifically to Microsoft Windows licensing shall apply where Microsoft Windows forms part of the contracted contract. Where an Operating System other than Microsoft Windows is supplied, the applicability of the concerned Operating System publisher/provider shall be confirmed. Licence authenticity and/or activation shall be required only where supplied by the concerned Operating System publisher/provider.
7	Operating System - Applicability	Hardware compatibility certificate prescribed by a particular Operating System may be requested by buyers.
8	Operating System-specific Certification / Compatibility	Each physical USB port shall be declared only once under the highest supported by that port. The same physical port shall not be counted multiple generations/types merely because of backward compatibility. A technology higher-generation version of a prescribed USB/interface standard may be used if it exceeds the functionality and performance of the prescribed standard. Category requirements.
9	USB Port Declaration	The warranty applicable to the supplied device shall be as specified/specified or reflected in the resultant contract. The applicable warranty shall be verified on the website, OEM customer support facility or warranty certificate/tag provided by the OEM.
10	Warranty	Before acceptance and generation of CRAC, the Buyer/Consignee may verify that the supplied device conforms to the contracted specifications, configuration, requirements and is free from apparent physical damage or defects. The device shall be new, unused and non-refurbished. The Buyer/Consignee may verify the device accessories/documentation, installed operating system where applicable, unique device number/identifier, contracted configuration and applicable warranty.
11	Acceptance of Supplies	The Seller shall provide appropriate contact details and an escalation support to the Buyer/Consignee at the time of delivery.
12	Service Escalation Matrix	Where required on account of information-security or data-retention requirements, the Buyer/Consignee may prescribe an appropriate contractual condition under ATCs (in case of contract) regarding retention of storage media such as HDDs/SSDs used in the device.
13	HDD/SSD Storage Retention	The configuration supplied shall conform to the configuration offered in the contract and shall be supported/authorised by the OEM. The Seller shall not allow substitution of components which results in deviation from the contracted OEM warranty/support. The machine should be delivered to the Consignee in the approved configuration.
14	Configuration Alteration	

Special terms and conditions-Version:6 effective from 09-09-2026 for category High End Laptop - Notebook

1.

Category	
Specification / MeitY Model	The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter No. W-43/4/2020-IPHW dated 19.08.2024 and defined therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical parameter or requirement which restricts or deviates from the specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.
1 Technical Specification / ATC Restrictions	
2 Product Verification	Each supplied Device shall bear a unique device serial number or other unique device identifier. Buyer/Consignee shall be able to verify the authenticity of the supplied product including the OEM website.
3 Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM logo on the motherboard or any internal component.
4 Operating System - OEM/Publisher Status	There shall be no mandatory requirement that the OEM of the offered device should be a Microsoft authorised partner. Where an Operating System other than Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated version declared in the catalogue, and the licence shall be obtained through a licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where Microsoft Windows is supplied, similar verification of licence authenticity and/or activation status shall be required only where such verification mechanism is provided, this requirement shall not apply.
5 Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated edition/version declared in the catalogue, and the licence shall be obtained through a licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, it shall comply with the terms and conditions of the concerned Operating System publisher/provider, wherever licensing is required.
6 Operating System - Verification	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify the authenticity of the Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or activation status shall be required only where such verification mechanism is provided, this requirement shall not apply.
7 Operating System - Applicability	The requirements relating specifically to Microsoft Windows licensing, activation and verification shall be applicable to all devices where Microsoft Windows forms part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be applicable, and verification of licence authenticity and/or activation shall be required only where such verification mechanism is provided, this requirement shall not apply.
8 Operating System-specific Certification / Compatibility	Hardware compatibility certificate prescribed by a particular Operating System publisher/provider shall be applicable to all devices where the concerned Operating System publisher/provider is specified in the catalogue.
9 USB Port Declaration	Each physical USB port shall be declared only once under the highest interface capability supported. The same physical port shall not be counted under multiple USB generations/types merely because it supports a technically backward-compatible higher-generation version of a prescribed USB/interface standard. The declared USB port shall meet or exceeds the functionality and performance of the prescribed standard and Category requirements.
10 Warranty	The warranty applicable to the supplied device shall be as specified/selected in the product specification. The applicable warranty shall be verifiable through the OEM website, OEM customer support or a warranty certificate/tag provided by the OEM.
1 Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, the quantity and warranty requirement of the supplied product shall be new, unused and non-refurbished. The supplied product shall be verified for physical damage or defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee shall verify the packaging, supplied accessories/documentation, installed operating system where applicable, device serial number/identifier, contracted configuration and applicable warranty.
1 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.
1 HDD/SSD Storage Retention	Where required on account of information-security or data-retention considerations, the Buyer/Consignee shall specify the appropriate contractual condition under ATCs (in case of procurement via bids) regarding retention of data on HDDs/SSDs used in the supplied device.
1 Configuration Alteration	The configuration supplied shall conform to the configuration offered in the catalogue and shall not be altered or substituted without the written approval of the Buyer/Consignee. The Seller shall not make any alteration or substitution of components or configuration which deviates from the contracted configuration or affects OEM warranty/support. The machine shall be supplied in its original, factory-approved configuration.

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% during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional delivery period shall be 30 days. The Purchaser may extend this calculated delivery duration up to the original delivery period. Bidders must comply with these terms.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceeding. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market. The offered product shall not be declared end-of-life by the OEM before this period.

4. 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, who is responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions. Any grievance or representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and no clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null and void. The Buyer 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 is for a major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension is not in line with the GeM policy.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with EMD) 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 Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be deterred 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 Bid Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM policy.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders 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 to other document. If buyer needs more items along with the main item, the same must be added through bunch by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be 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.

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 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 Industrial Disputes Act, 1947; The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 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 a 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, 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 or 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 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 अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के 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, shall 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 non-compliance would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---