

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Indian Railways
संगठन का नाम/Organisation Name	South East Central Railway
कार्यालय का नाम/Office Name	Hq New General Manager Secr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sourabh.chandra@gov.in Buyer Email id: secramitp7@gmail.com
कुल मात्रा/Total Quantity	6
वस्तु श्रेणी /Item Category	Line Interactive UPS with AVR (V2) (Q2) , All in One PC (V:
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
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,Certificate (Request ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में 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 rep during the tender/bid process will also be displayed to oth 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	1

बिड विवरण/Bid Details	
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	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	All in One PC (V2)
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	313170
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.

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

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

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Purchase preference. Relevant documentary evidence in this regard shall be uploaded along with bid. In respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded to L-1 (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be available only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance 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 used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on 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 Products for 20% 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, category related to primary product having highest bid value should meet this criterion.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergent procurement of critical products/services.

Line Interactive UPS With AVR (V2) (3 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 Requirement Values)
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विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement Values)
GENERIC	UPS Rating (in KVA)	1.0, 1.5, 2.0, 3 Or higher
	Inverter Technology	MOSFET-PWM
	Inverter Efficiency (in %)	70% or better Or higher
	Minimum Guaranteed Battery Backup Time (in Minutes) at Full Load	15, 30, 60, 90, 120, 180, 240 Or higher
Battery/Backup Bank	Battery Location	Inside the Enclosure of UPS

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 के दिन/Deli
1	Dhiraj Kumar Sahay	495004,Office of Sr DEN/BSP, At Titli Chowk, Next to State bank of India, Railway colony, Bilaspur CG	3	30

All In One PC (V2) (3 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 Values)
Description	Description of store	All in One Personal Computers consist of a Mouse, Display with Web camera, inbuilt/integrated micro array and speakers, an internal CPU with connectic and power adapter with 1 year standard warranty
	Processor Number	Intel Core i5-12500T, Intel Core i5 12600T, Intel Cc 12400, Intel Core i5-12500, Intel Core i5-13400T, I 12700T, Intel Core i5-12600, Intel Core i5-13500T, i5-14500T, Intel Core i5-14400, Intel Core i5-1360C Core i7-13700T, Intel Core i9 12900T, Intel Core i7- Intel Core i7-14700T, Intel Core i5-13500, Intel Cor Intel Core i9-12900, Intel Core i7-13700, Intel Core Intel Core i9-13900T, Intel Core i9-13900, Intel Cor 235, Intel Core Ultra 7-265, Intel Core i5 14600T, I Ultra 5 235T, Intel Core Ultra 5 245, Intel Core Ultr Intel Core Ultra 9 285 Or higher
Input Devices	Mouse Connectivity	Wireless Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement Values)
	Keyboard Connectivity	Wireless Or higher
	Type of Keyboard	Standard, Bilingual Or higher
Graphics	Graphics Type	Integrated
Operating System	Operating System (Factory Preloaded with Certification)	Windows 11 Professional
Memory	Type of RAM	DDR5 Or higher
	RAM Size (GB)	16
Storage	Type of Storage Installed with the System	NVMe SSD
	Storage Capacity (in GB)	1024
Display	Display Size - Diagonal (in Inches)	58.1 - 63 (22.87" - 24.8")
	Panel Technology	In Plane Switching (IPS), Vertical Alignment (VA), TNematic (TN) Or higher
Ports	Number of Ports	1-HDMI, 1-USB 3.0 TYPE A, 1-USB TYPE C, 2-USB TYPE B
Generic	Stand	Height Adjustable and Swivel and Pivot

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 के दिन/Delivery Date
1	Dhiraj Kumar Sahay	495004,Office of Sr DEN/BSP, At Titli Chowk, Next to State bank of India, Railway colony, Bilaspur CG	3	30

Special terms and conditions-Version:1 effective from 24-03-2026 for category Line Interactive UPS with 1000VA

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

Special terms and conditions-Version:7 effective from 09-09-2026 for category All in One PC (V2)

- Product Verification
Each supplied Device shall bear a unique device serial number or other device identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the supplied product including the configuration through the OEM website.
 - Requirement of OEM Logo
Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM name/logo on the motherboard or any internal component.

3	Operating System - OEM/Publisher Status	There shall be no mandatory requirement that the OEM of the offered device be a Microsoft Device Partner or hold any specific Microsoft authorisation. If an Operating System other than Microsoft Windows is offered, no specific pre-approval status or authorisation from the concerned Operating System publisher/provider shall be mandated.
4	Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and activated copy of the Windows edition/version declared in the catalogue. The licence shall be obtained through a licensing or distribution mechanism approved by Microsoft. Where any other Operating System is supplied, it shall conform to the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.
5	Operating System - Verification	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the supplied Windows Operating System is genuine and activated through the OEM, i.e. Microsoft. A valid digital licence or any other 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 the concerned Operating System publisher/provider provides a device-level equivalent verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.
6	Operating System - Applicability	The requirements relating specifically to Microsoft Windows licensing, activation and verification shall apply where Microsoft Windows forms part of the device configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be complied with, and verification of licence authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.
7	Operating System-specific Certification / Compatibility	Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.
8	USB Port Declaration / Higher Interface Standard	Each physical USB port shall be declared only once under the highest interface capability supported by that port. The same physical port shall not be declared under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version of a prescribed USB/interface standard may be offered where it meets or exceeds the functional and performance of the prescribed standard and complies with all other requirements.
9	Warranty	The warranty applicable to the supplied Device shall be as specified/seller's standard product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or warranty certificate/tag provided by the OEM.
10	Scope of Installation	Installation requirements, wherever applicable, shall be specified by the Seller in the bid under the Installation, Commissioning and Testing (ICT) clause. If installation is stipulated in the bid, the Seller shall be responsible for installing the complete system and for demonstrating its satisfactory functioning to the Buyer/Consignee or the Buyer's authorised representative.
11	Buyer/Consignee Obligations for Installation	In the case of Direct Purchase and L1 Purchase, installation of the computer system by the Seller/OEM is mandatory.
		Installation shall be limited to the supplied computer system and shall not include supply or installation of separately procurable software such as antivirus, office productivity software, etc., unless such software forms part of the scope through an appropriate GeM category.
		Where installation is included in the resultant contract, the Buyer/Consignee shall provide reasonable access to the installation location and make available necessary site infrastructure, including power supply, networking and other preparation requirements not forming part of the Seller's contractual scope. Necessary entry/gate passes, where required, shall be facilitated by the Buyer/Consignee.

12	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may verify the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from apparent physical damage or defects. The supplied product shall be new, unused and not refurbished. The Buyer/Consignee may verify the packaging, supplied accessories/documentation, installed operating system where applicable and device serial number/identifier, contracted configuration and applicable warranty.
13	HDD/SSD Storage Retention	Where required on account of information-security or data-retention concerns, the Buyer may prescribe an appropriate contractual condition under ATC (as used in the supplied device).
14	Availability of Monitor	Supply of the monitor shall be governed by the applicable Category parameters relating to "Availability of monitor". Any specifications or requirements relating to the monitor shall apply only where a monitor forms part of the contracted configuration.
15	Configuration Alteration - Seller	The configuration supplied shall conform to the configuration offered in the bid catalogue and resultant contract and shall be supported/authorised by the Seller. The Seller shall not make any alteration or substitution of components which is in deviation from the contracted configuration or affects OEM warranty/service. The machine should be delivered to the Consignee in its original, factory-approved configuration.
16	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.

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 bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery 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 order. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period}$ (in days) and shall be to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising option clause. Bidders must comply with these terms.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regarding. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.

3. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any malicious code in embedded software.

4. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, At Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and required to be furnished along with the bid

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)

NA

Post Receipt Inspection at consignee site before acceptance of stores:
Consignee after receipt of the materials.

7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of

8. **Service & Support**

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

9. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. Original certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Description: (1) microtek Line Interactive UPS with AVR of Rating 1.0 KVA With Warranty of 3 Years Make : Microlar, (Model No : Legend 1000 or Similar),

(2) Intel Core i5 All in One PC with 23.8 Inch Display/Windows 11 Professional as per specification: Chipset Series.* Chipset Number-Intel Q670.*Processor Make-Intel.* Processor Generation-13.*Number of Cores per Processor-4.* Processor Description-Intel Core i5.* Processor Number-Intel Core i5 12400T.* Operating System (Factory PreLoad)-Windows 11 Professional.* RAM Size (GB)- 16.* RAM Expandability using spare DIMM Slots in GB)- 64. connectivity Wi-Fi.* Hard drives used to populate the Internal Bays-SSD,HDD.* Total HDD Capacity (GB)- 1000.* Total NVMe SSD Capacity (GB)- 1000.* Display Size (INCHES)- 23.8.*Display Type-Non Touch.* Panel Technology-IPS.*Display Resolution (PIXELS)- 1920x1080.* Keyboard and mouse Availability of Webcam integrated with Display-Yes.* On Site OEM Warranty (Year)-3

ATC:

1-BID Specific Ink Seal Signed OEM Authorization Certificate required on OEM Letter Head.

2-BID Specific Local Content Declaration Certificate required on OEM Letter Head.

3-BID Specific Warranty Declaration required on OEM Letter Head

4-Technical Compliance pointwise required on OEM Letter Head.

5- Windows 11 Declaration required on OEM Letter Head.

6-Service Centre/Escalation Matrix /Dedicated /Toll Free No required on OEM Letter Head

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent / The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequent 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 shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the bidder regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, in its 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 bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source 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 (other than EMD and signed Integrity Pact - which can be submitted with the bid opening) 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 specific Bid Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders for a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Selection Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional technical specifications/conditions/or any other document. If buyer needs more items along with the main item, the same must be added by bundling category based items or by bundling custom catalogues or bundling a BoQ with the main category. 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, he can raise their representation against the same by using the Representation window provided in the bid details field on the dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to award bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including 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 Maternity Benefit Act, 1961, The Employees' Provident Funds Act, 1952, The Employees' State Insurance Act, 1948, The 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 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 conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions of 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 की 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 पक्ष में बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुसंधान 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 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 contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---