

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-10-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-10-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम / Department Name	Department Of Fertilizers
संगठन का नाम / Organisation Name	Joint Venture Of Cil, Ntpc, IoCl, Fcil & Hfcl
कार्यालय का नाम / Office Name	Hindustan Urvarak And Rasayan Ltd
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :vpcnm@hurl.net.in Buyer Email id: niketkumarsingh@hurl.net.in
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	High End Desktop Computer (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical
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, Bidder Turnover, Certificate (Rec Authorization Certificate *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility 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 other 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

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	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	3 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 30 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	14196

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	42

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

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

wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the surety bond.

लाभार्थी /Beneficiary :

Hindustan Urvarak and Rasayan Limited
Hindustan Urvarak And Rasayan Ltd, Urvarak Nagar Begurasai Barauni Bihar 851115
(Hindustan Urvarak And Rasayan Limited)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

S.No.	Name
1	RXIL

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance sheets for the last three years or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant periods should be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per the Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notified Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier shall be as per the Public Procurement (Preference to Make in India) Order 2017. The bidder must upload a certificate from the OEM or the local content and the details of locations at which the local value addition is made along with their bid, failing which the preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant if the OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2017. Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 4.6.2020 will not be eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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 allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and 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 Service provider / manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence their products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference. In case of product bids, whereas in case of services the eligibility is automatically granted. If the bidder is an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference as per relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (Selected by Buyer) of margin of purchase preference as per relevant policy. 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 allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the purpose of setting the 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.

High End Desktop Computer (2 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content qualifying as Class 1 and Class 2 Local Supplier respectively)

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
	Base Processor Number	NA for Higher Processor Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
	Higher Processor Number	Intel Core Ultra 7- 265, Intel Core Ultra 9- 28
MOTHERBOARD	Trusted Platform Module	Discrete TPM 2.0
OPERATING SYSTEM	Factory Pre-loaded Operating System	Window 11 Professional
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be Installed in the System)	32, 64 Or higher
STORAGE	Primary Storage Capacity (in GB)	1024, 2048 Or higher
	Availability of Secondary Storage	No Secondary Storage Or higher
	Secondary Storage Capacity (in GB)	0.0 Or higher
Monitor	Availibility of Monitor	Yes as per IS 13252 (Part 1)
	Panel Type	In Plane Switching (IPS)
	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")
WARRANTY	On Site OEM Warranty (In year)	3, 4, 5 Or higher

Additional Specification Parameters - High End Desktop Computer (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification	Note: Bidders are required to quote only as per the technical specification document.

* 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	डिलीवरी
1	Bharat Bhushan	851115,HURL BARAUNI PROJECT, BARAUNI URVARAK NAGAR, BEGUSARAI, Begusarai, Bihar, 851115	2	90

Special terms and conditions-Version:8 effective from 09-09-2026 for category High End Desktop Comp

1.

1

Category Specification / MeitY Model Technical Specification / ATC Restrictions

The category has been created in accordance with the Model Tech by the Ministry of Electronics and Information Technology (MeitY) 43/4/2020-IPHW dated 19.08.2024 and is based on the parameter shall not prescribe, through Buyer Added ATCs, any technical para particular processor, processor brand, processor manufacturer or restricts or overrides the Category Specifications. Clause 2(e) of th 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 able to verify the authenticity of the supplied product including the configuration thereof.
3	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving or the presence of OEM 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 Operating System be a Microsoft Device Partner or hold any specific Microsoft authorisation. Where Microsoft Windows is supplied, it shall be a genuine, legally activated copy of the Windows edition/version declared in the catalogue. Where any other Operating System is supplied, it shall comply with the terms and conditions of the concerned Operating System publisher/provider. Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall verify that the supplied Windows Operating System is genuine and traceable to the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or device-level or equivalent verification mechanism. Where no such verification is provided, this requirement shall not apply.
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 catalogue. Where any other Operating System is supplied, it shall comply with the terms and conditions of the concerned Operating System publisher/provider. Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall verify that the supplied Windows Operating System is genuine and traceable to the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or device-level or equivalent verification mechanism. Where no such verification is provided, this requirement shall not apply.
6	Operating System - Verification	The requirements relating specifically to Microsoft Windows licensing verification shall apply where Microsoft Windows forms part of the configuration. Where an Operating System other than Microsoft Windows is supplied, similar verification of licence authenticity and/or device-level or equivalent verification mechanism. Where no such verification is provided, this requirement shall not apply.
7	Operating System - Applicability	The requirements relating specifically to Microsoft Windows licensing verification shall apply where Microsoft Windows forms part of the configuration. Where an Operating System other than Microsoft Windows is supplied, similar verification of licence authenticity and/or device-level or equivalent verification mechanism. Where no such verification is provided, this requirement shall not apply.
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 high speed USB supported by that port. The same physical port shall not be counted as multiple generations/types merely because of backward compatibility. A testable 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 bid and reflected in the resultant contract. The applicable warranty shall be available on the OEM website, OEM customer support facility or warranty certificate issued by the OEM.
11	Scope of Installation	Installation requirements, wherever applicable, shall be specified in the bid under the Installation, Commissioning and Testing (ICT) clause. Where stipulated in the bid, the Seller shall be responsible for installation and for demonstrating its satisfactory functioning to the Consignee's authorised representative.
12	Buyer/Consignee Obligations for 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 shall not include installation of separately procurable software such as antivirus software, etc., unless such software forms part of the contracted supply under the 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 the necessary infrastructure, including power supply, networking and other site-specific requirements not forming part of the Seller's contractual scope. Necessary entry and access, if required, shall be facilitated by the Buyer/Consignee.

13	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee shall ensure that the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from damage or defects. The supplied product shall be new, unused and the Buyer/Consignee may verify the packaging, supplied accessories/configuration, operating system where applicable, unique device serial number/ID and configuration and applicable warranty.
14	HDD/SSD Storage Retention	Where required on account of information-security or data-retention, the Buyer may prescribe an appropriate contractual condition under A (as part of 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 Specification "Availability of monitor". Any specifications or requirements relating to the monitor shall apply only where a monitor forms part of the contracted configuration.
16	Configuration Alteration - Seller	The configuration supplied shall conform to the configuration offered in the resultant contract and shall be supported/authorised by the OEM. Any alteration or substitution of components which results in device configuration or affects OEM warranty/support. The machine should be supplied in its original, factory-approved configuration.
17	Service Escalation Matrix	The Seller shall provide appropriate contact details and an escalation matrix/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. Buyer Added Bid Specific ATC

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

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address:

Hindustan Urvarak And Rasayan Ltd
Urvarak Nagar
Begurasai
Barauni
Bihar 851115

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum reimbursement of 18%.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

5. Generic

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

6. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the Buyer
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable to the Buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract there under.

7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available, the Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to deliver otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to deliver rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order.

8. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot confirming payment of GST.

9. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Clarification if any.

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 governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be null and 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 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 has 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 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 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 Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable G
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 system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional to any other document. If buyer needs more items along with the main item, the same must be added through L1 items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must be added to 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; 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 of GeM.](#)

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 :
 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 है
 को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने में
 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
 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
 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---