

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-10-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-10-2026 18:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Gujarat
विभाग का नाम/Department Name	Finance Department Gujarat
संगठन का नाम/Organisation Name	Under Secretary Estt
कार्यालय का नाम/Office Name	Finance Dept
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ds-estt-fin@gujarat.gov.in Buyer Email id: buycon3.fdg.gj@gembuyer.in
कुल मात्रा/Total Quantity	23
वस्तु श्रेणी /Item Category	Entry and Mid Level Laptop - Notebook (Q2)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance or BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by 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 or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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	50600

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).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटे अंतर्गत केवल वस्तुओं 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: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of 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 favour of Beneficiary, 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

in the form of a surety bond.

लाभार्थी /Beneficiary :

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EMD and PBG in favour of "Under Secretary-IT", Finance Department, Block No.4, 6th floor, New Sachivalaya, Gandhinagar-382010.

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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. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove eligibility for Relaxation.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing 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 going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Entry And Mid Level Laptop - Notebook (23 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 (Allowed Values)
Processor	Laptop Type	Mid Level
	Processor Number	AMD Ryzen 5 5625U, Intel Core i5 - 1245U Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional, Window 11 Home, DOS or equivalent, Linux, Window 11 STF (Shape the Future)
Memory	RAM Size (GB)	16, 32 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.09 (14 In to 14.99 In), 38.1 to 40.63 (15 In to 15.99 In), 40.64 to 43.17 (16 In to 16.99 In)
Storage	Capacity of Storage Drive (in GB)	1024, 2048 Or higher

Additional Specification Parameters - Entry And Mid Level Laptop - Notebook (23 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1) Processor: 13th Generation Intel core i5 1334U series or higher / AMD Ryzen 5 7535U series or higher 2) Graphics Type: Integrated	3) RAM Size (GB): 16 GB DDR5 with 1 DIMM slot free. Should support expansion to 32 GB. 4) Total internal storage capacity: 1 TB NVMe
5) Operating System (Factory Pre-Loaded): Windows 11 Professional 6) Display Size (INCHES): 14 inches only, with 1920*1080 resolution 7) Display Type: Non-touch	8) Wireless Connectivity: Yes 9) Ports: RJ-45 (Internal or OEM-supplied external Ethernet adapter; both options are accepted) , Min 2 USB 3.0 Type A, 1 USB 3.0 Type-C, Audio Combo port, DC adapter Jack, HDMI port: Yes
10) Built-in Bluetooth connectivity, 1 HDMI port, built-in speaker & Mic: Yes 11) Availability of Webcam integrated with Display: Yes	12) Regulatory Certifications: BEE/Energy Star 7.0 or higher, EPR, RoHS, EPEAT
13) Carry Case: yes 14) Battery & adaptor Warranty (years): 3	15) Battery Backup time: 8 Hrs 16) On-site OEM Warranty (Years): 5

* 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 के दिन/Delivery Days
1	Parmar Vibhuti Hiren	382010,4/9, Finance Department , New Sachivalaya , Gandhinagar	23	60

Special terms and conditions-Version:7 effective from 23-09-2026 for category Entry and Mid Level Laptop

Notebook

1.

1	Category Specification / MeitY Model Technical Specification / ATC Restrictions	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 is based on parameters defined therein. Buyers shall not prescribe, through Buyer Addendum ATCs, any technical parameter, allowed value, particular processor, processor brand, processor manufacturer or other requirement which restricts or over the Category Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.
2	Product Verification	Each supplied Device shall bear a unique device serial number or other unique 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.
3	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, printing affixing the 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 device should be a Microsoft Device Partner or hold any specific Microsoft authorisation. Where an Operating System other than Microsoft Windows is offered, no specific partner status or authorisation from the concerned Operating System publisher/provider shall be mandated.
5	Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally licensed duly activated copy of the Windows edition/version declared in the catalogue and the licence shall be obtained through a licensing or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.
6	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 concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no 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 apply 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 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.
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	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 counted under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version prescribed USB/interface standard may be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.
10	Warranty	The warranty applicable to the supplied device shall be as specified/selected for the 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.

11	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may verify appropriate, that 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 non-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.
12	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.
13	HDD/SSD Storage Retention	Where required on account of information-security or data-retention considerations, the Buyer may prescribe an appropriate contractual condition under ATCs (in case of procurement via bids) regarding retention of storage media such as HDDs/SSDs used in the supplied device.
14	Configuration Alteration	The configuration supplied shall conform to the configuration offered in the catalogue and resultant contract and shall be supported/authorised by the Seller. The Seller shall not make any alteration or substitution of components which results in deviation from the contracted configuration or affects OEM warranty/support. The machine should be delivered to the Consignee 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 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rate. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Inspection

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

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

Gujarat Informatics Limited, Gandhinagar

Post Receipt Inspection at consignee site before acceptance of stores:

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3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Eligibility Criteria

1. The minimum Average Annual financial turnover of the bidder during the last three years(2021-22, 2022-23 and 2023-24) : 50.60 Lakh

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant with UDIN number / 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 bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be considered.

taken into account for this criteria.

2. The minimum Average Annual financial turnover of the OEM during the last three years (2022-23, 2023-24) : 126.50 Lakh

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant with UDIN number/ 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 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.

3. Past Performance (Bidder):

The bidder must have successfully executed/completed orders for the supply of Laptops during the last three financial years (from 01.04.2023 to bid opening date), i.e., FY 2023-24, FY 2024-25, and FY 2025-26, to any Central Government / State Government / PSU / Listed Company, meeting any one of the following criteria:

- At least one single order for a minimum of 18 laptops; or
- At least two orders, each for a minimum of 11 laptops; or
- At least three orders, each for a minimum of 9 laptops.

4. Past Performance (OEM):

The OEM (themselves or through re-sellers) must have supplied 57 qty. of Laptops during the last 3 years (FY 2023-24, 2024-25 and 2025-26) before the bid opening date. Either directly or through its resellers. Cumulative orders will be considered in last 3 years.

5. **OEM Authorization Certificate:** upload document for Wherever Authorized Distributors are submitting bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as bid number, name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

6. OEM Compliance

Compliance for GeM bid specification & Additional Specification Parameter mentioned in bid document on letter with Sign.

7. **Service Centre:** OEM must have at least one Functional Service Centre in Ahmedabad or Gandhinagar. (Document is need to be submitted).
8. Bidder & OEM of quoted item should not be blacklisted/debarred by any state government / central government / PSU in last three years as on last date of bid submission. Bidder & OEM will have to submit undertaking at the time of bidding.

9. Bidder turnover and EMD Exemption

MSEs and Start-ups shall be eligible for exemption from Turnover/EMD criteria if they are the manufacturer of the offered/quoted product.

Note:

- o In a bid either OEM or their authorized bidder can bid but both cannot bid simultaneously for the same item/price in this bid.
- o No bidders will be exempted from Past Performance of bidder and OEM criteria.

4. Buyer Added Bid Specific ATC

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

5. **Generic**

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

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Under Secretary-IT
payable at

Finance Department, Block No. 4, 6th floor, New Sachivalaya, Gandhinagar-382010.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

7. **Service & Support**

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

8. **Service & Support**

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

9. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

10. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch in technical parameters, the bid is liable for rejection.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single / 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

days of 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 may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में 8

साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकार पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न व अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restriction on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender 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 would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---