

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Maharashtra
विभाग का नाम/Department Name	Agriculture Department Maharashtra
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	30 B Arcade World Trade Center Mumbai
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :santosh.mamadapure@nic.in Buyer Email id: mrunalrn@gmail.com
कुल मात्रा/Total Quantity	17
वस्तु श्रेणी /Item Category	All in One PC (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	74 Lakh (s)
उन्हें/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 technical evaluation
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 Turnover,Ce (Requested in ATC),OEM Authorization Certificate,OEM Ar Turnover,Additional Doc 1 (Requested in ATC),Compliance specification and supporting document *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

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 or request 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
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	3
विगत प्रदर्शन /Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
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
अनुमानित बिड मूल्य / Estimated Bid Value	1850000
Payment Timelines	Payments shall be made to the Seller within 45 days of is consignee receipt-cum-acceptance certificate (CRAC) and submission of bills (This is in supersession of 10 days time provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	38

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

लाभार्थी /Beneficiary :

Account Officer

30 B arcade World Trade Center Mumbai, Agriculture Department Maharashtra, N/A,
(Mrunal Manoj Rane)

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 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 bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall 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 in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category of product to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with the bid in 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.

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 certified Audited Balance Sheets of relevant periods or a certificate from the Chartered 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 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category of product for 80% 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, the category related to primary product having highest bid value should meet this criterion.

All In One PC (V2) (17 pieces)

तकनीकी विशिष्टियाँ / Technical Specifications

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 microphone array and speakers, an internal CPU with connectivity and power adapter with 1 year standard warranty
	Processor Number	Intel Core i7-14700, Intel Core i9-13900T, Intel Core i9-14900K, Intel Core Ultra 5-235, Intel Core Ultra 7-265, Intel Core Ultra 9 285 Or higher
Input Devices	Mouse Connectivity	Wired, Wireless Or higher
	Keyboard Connectivity	Wired, 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)	512
Display	Display Size - Diagonal (in Inches)	58.1 - 63 (22.87" - 24.8")
	Panel Technology	In Plane Switching (IPS) Or higher
Ports	Number of Ports	1-HDMI, 1-DP, 2-USB TYPE C, Universal Audio Jack, (10/100/1000 Ethernet Port), 1-USB 3.1 Gen 2 TYPE C, 1-USB 3.1 Gen 1 TYPE A, 2-USB 3.0 TYPE A, 2-USB 3.1 Gen 2 TYPE A, 1-USB 3.1 Gen 1 TYPE A, 1-USB 3.1 Gen 1 TYPE C, 1-USB 3.2 Gen 2 TYPE C, 2-USB 3.2 Gen 2 TYPE C
Generic	Stand	Standard, Height Adjustable

व्यापक रखरखाव / Comprehensive Maintenance	
Comprehensive Maintenance (Minimum Percentage)	3 %
Comprehensive Maintenance (Maximum Percentage)	25 %
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	2 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specifications.

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	Vikas Janardhan Kakade	400053,Andheri	17	30

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

1.

1 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.

2 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. There shall be no mandatory requirement that the OEM of the offered device be a Microsoft Device Partner or hold any specific Microsoft authorisation. Where a Microsoft Operating System other than Microsoft Windows is offered, no specific product status or authorisation from the concerned Operating System publisher/provider shall be mandated.

3 Operating System - OEM/Publisher Status

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 permitted 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 verification mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification mechanism for 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, and verification shall apply where Microsoft Windows forms part of the 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 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. Installation requirements, wherever applicable, shall be specified by the Seller in the bid under the Installation, Commissioning and Testing (ICT) clause. Where installation is stipulated in the bid, the Seller shall be responsible for installing the complete system and for demonstrating its satisfactory functioning to the Consignee or the Buyer's authorised representative.
10	Scope of 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, accounting, office productivity software, etc., unless such software forms part of the configuration through an appropriate GeM category.
11	Buyer/Consignee Obligations for Installation	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 facilities for preparation requirements not forming part of the Seller's contractual scope. Necessary entry/gate passes, where required, shall be facilitated by the Buyer/Consignee. Before acceptance and generation of CRAC, the Buyer/Consignee may verify, if 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 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.
12	Acceptance of Supplies	
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 (Terms of Procurement via bids) regarding retention of storage media such as HDD/SSD 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 without the written approval of the Buyer in deviation from the contracted configuration or affects OEM warranty/seller's standard. 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% of the bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity 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 the option clause. Bidders must comply with these terms.

2. 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. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences, 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 Buyer 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 terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added by bunching category based items or by bunching custom catalogues or bunching 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 can raise their representation against the same by using the Representation window provided in the bid details field 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.

Additional Clause For Comprehensive Maintenance Charges

1. CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from the date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
2. CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
3. GST shall be included in the CMC Charges quoted.
4. Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by the seller.
6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option, 1 to 15 years can be chosen for CMC charges beyond warranty period.
7. In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include Comprehensive Warranty including spares (excluding consumables) also in product Cost.
8. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decision shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field of warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A15 are to be indicated for 6th to 15th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables:

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation =

$C + C \times \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall be the CMC charges for 1st to 5th year respectively. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 & A5 shall not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to up to 50% of cost of equipment as defined by buyer.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee arrangement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. If seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then the equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched in

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and spare parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arrangement of tools & tackles, special tools etc. required to carry out the work.

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, Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Maternity Benefit 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 the 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 पास 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---