

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 11:30:00
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 Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Chemicals And Petrochemicals
संगठन का नाम/Organisation Name	Hindustan Insecticides Limited (hil)
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Financial Audit Services - Audit report; Audit Firm
अनुबंध अवधि /Contract Period	1 Year(s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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 the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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
अनुमानित बिड मूल्य /Estimated Bid Value	300000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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 अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. 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 his eligibility for Relaxation.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
7. 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 would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Financial Audit Services - Audit Report; Audit Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Scope of Work	Audit report
Type of Financial Audit Partner	Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per REP
Type of Industries/Functions	As per REP
Frequency of Progress Report	As per REP
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per REP
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Abhay Kumar Sinha	110003,2nd floor, Core -6, SCOPE Complex, 7 Lodi Road	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The party will participate as per ATC

Key Details and Programme of the NIT

S. No.	NIT No.	HIL/IA/2025-26/01
1	NIT Type	Open NIT - Physical submission
2	Date of issue of NIT Notification	26 February 2026
3	Name of Work	Engagement of Internal Auditor
4	Contract period of the work	1 year, renewable every year depending on the satisfactory performance up to maximum 3 years
5	Last date and time for submission of physical, filled in NIT document by Audit Firms.	11 days from issue of Tender.
6	Date and time for Opening of Technical Bid	09.03.2026 - 12:00 P.M.
7	Contract Person for any clarification	Mr. D.N.V. Srinivasa Raju Director (Finance)
8	Bid to be submitted to	Mr. D.N.V. Srinivasa Raju Director (Finance) HIL (INDIA) LIMITED Core-6, 2 nd Floor, Scope Complex, 7, Lodhi Road, New Delhi, 110003 Tel: 011-24360398 Website: www.hil.gov.in Email: hilheadoffice@gmail.com
9	Language of Bid	English

Please note carefully the requirements for submitting bids, and the date and time for submission as furnished above. Late submission (received after the due date and time of submission of bid) shall not be accepted under any circumstances.

HIL (INDIA) LIMITED issues notice inviting Tender (NIT) for engagement of firms of Chartered/Cost Accountants of India for conducting Intern

Internal Audit in HIL HO/Units/RSOs.

HIL (INDIA) LIMITED, a Govt. of India Enterprise, under the Deptt. Of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India, was incorporated in March, 1954 with the objective of supplying DDT for National Malaria Eradication Programme launched by the Government of India. Subsequently, the company diversified into agro pesticides to meet the requirements of agriculture sector and has grown manifold. Presently the company is also operating in agro inputs namely agro-chemicals, seeds and fertilizers so that all the requirement of farming community can be met under one roof. The company is having manufacturing units located at Rasayani near Mumbai. The company has wide network of marketing throughout the country through its five Regional Sales Offices viz. North at Gurugram, Kolkata, Hyderabad, Ahmedabad & Coimbatore.

Tender Objective

The focus is changing from "compliance" to improve the quality of business processes and managing risks in the ever changing business environment. The key purpose of the Audit will be to install an independent on-going and effective review and feedback mechanism. This function would support to complement the statutory audit function and established proper internal control on operational and financial activities.

The Primary Objectives of the Internal Audit will be to:

1. Support and assist the Board and the Management in discharging Corporate Governance Responsibility.
2. Provide Control Assurance of losses for all key Risks through validation of internal controls, systems and processes.
3. Independent evaluation of compliances with policies, procedure/guidelines and applicable laws including compliance of the provisions of the Companies Act, 2013 and other applicable laws.
4. Assess integrity and reliability of data for use in various decision processes including phased reporting.
5. Assist in enhancing Operational Efficiency involving
 - a. Cost Reduction/Revenue Maximization.
 - b. More Effective Utilization of Resources/Assets/Investments.
 - c. Recommendation of Best Practices.
6. The audit approach should be such that the focus is on improving efficiency and performance of activities and operations besides ensuring and effective risk assurance process. The audit should be more oriented towards Business Processes rather than mere routing transaction and recommendations for improvements/corrections required, if any.

A) SCOPE OF WORK

1. The auditor should comment in respect of following points:
 - a. Systems & Transactions.
 - b. "Report of Exception" on the points, as per scope of work, as modified from time to time, where the system is failing.
 - c. Action Taken Report (ATR) on previous Audit Reports.
 - d. Critical comment and recommendations for improvement.

- e. Any other matter, which may be required/prescribed under Companies Act, 2013/Notification issued by the Ministry of Corporate Affairs with respect to Internal Audit.

B) AUDIT TEAM

1. The audit team should consist of at least one partner or qualified person.
2. The audit team members should carry Photo ID issued by the Audit Firm.
3. Partner of the firm if not member of the audit team should be available once, each quarter during the Audit period, to guide the audit team and for discussion with the management.
4. The Audit team will conduct the audit as per Manual, rules and regulations, guidelines, instructions, delegation of power etc. and in consultation with concerned officials at HO/Units/RSOs.
5. The GM (F) of the HO, Unit Head of Units, and RSMs of RSOs will coordinate with the Audit Team through Head of the Finance of the Units and RSOs for smooth functioning of the audit.

C) ELIGIBILITY

Sl. No.	Criteria	Basis of marks	Maximum marks
1	Years of Establishment of the firm/LP since the date of registration	2 mark per year (fraction of the year to be ignored)	20
2	Number of partners in the firm/Limited Liability Partnership who is with the firm for a minimum period of 1 year as on the date of application.	3 marks for each partner ACA/ACMA. 4 marks for each partner who is FCA/FCMA. 5 marks for each partner who is FCA/FCMA with DISA/CISA/ISA	30
3	Number of qualified assistants who is an ACA/ACMA & is working with the firm for minimum period of 1 year as on the date of application.	1.5 marks for every qualified assistant	10

4	Number of semi qualified assistants (Inter Cost/Inter Chartered – IPCC – both group) & is working with the firm for a minimum period of 1 year as on the date of application.	0.75 marks per semi qualified assistant	6
5	Experience of the firm in conducting Internal audit in other PSUs and Govt./Scheduled Bank for statutory/internal audit	2 marks per year of audit per client.	16
6	Audit firms having Registered Office /Branch Office within the state for a minimum period of 3 year on the date of application in following states where company unit/RSO is situated: 1. Delhi 2. Maharashtra 3. Punjab 4. Kerala 5. Haryana 6. Kolkata 7. Gujarat 8. Telangana & Andhra Pradesh 9. Tamil Nadu	2 marks for office in each state.	18
		Total:	100

Qualifying Marks: 50

Following Documents may be enclosed.

- I. Year of establishment of the firm enclosing photocopy of latest constitution certificate issued by the Institute of Chartered/Cost Accountants of India.
- II. Details of the partners, qualified and semi-qualified assistants from the date from which they are with the firm along with proof of membership (Associate/Fellow), professional qualifications viz., DISA/CISA/ISA etc.
- III. Experience of the firm in conducting Internal/Statutory Audit in other PSU/Govt./Scheduled Bank. (photocopies of appointment letter should be enclosed)
- IV. Details about the Registered and Branch Offices viz., date of opening, addresses etc. (Proof of address i.e., GST Registration, Registration with ICAI/ICMAI, etc. should be enclosed).
- V. The applicants should enclose self-attested documentary evidence in support of their credentials under Sl. No. 1 to 6 above chronologically and separately.

In absence of signed documentary evidence, the marks assigned to a particular criterion will not be accorded, without assigning any reason.

D) AUDIT REPORT

1. The Audit teams, after completing the audit, should discuss their observations/findings with the Unit Head or RSM in case of manufacturing/production units or RSOs respectively and with Director (Finance) in case of HO before finalization of the Audit Report. The findings of the first half year together with the earlier points under compliance by the management should be discussed with the said officials. The Audit Report shall be submitted to the Unit Head & RSMs in case of units and RSOs respectively with a copy to Director (Finance) of HIL HO. In case of Head Office the report will be submitted to Director (Finance) of HIL Head Office.
2. Time is the essence for submission of report by auditor. Audit team should be equipped to submit the report both the hard copy and soft copy.
3. Flash Report should be submitted by the Internal Auditors immediately detection of major irregularity in the course of audit, to GM(F) to HO in respect of any of the Units/RSOs and also to Unit Heads/RSMs in case of production units and RSOs respectively,
4. The Internal Auditor should also give their observation about the effectiveness of internal control system exists in the Company.
5. Internal Audit Report should be signed by the partner of the Firm.

E) AUDIT FEE

1. Audit fee for the term payable to Audit Firm as per the awarded rate on annual basis.
2. No accommodation will be provided or TA/DA will be paid for conducting the audit.
3. GST as applicable will be paid as per relevant Act.

F) PAYMENT OF AUDIT FEES

1. The Audit Firm will raise the bill only after acceptance of the Audit Report by Unit Heads/RSMs/Director (Finance) of HIL HO, as the case may be. No advance payment will be made.
2. The bill in duplicate duly certified by Unit Heads/RSMs/Director (Finance) of HIL HO, as the case may be or his authorized representative regarding acceptance of report and attendance, shall be submitted to the concerned Units/RSOs/HO for processing the payment.
3. Payment shall be released within 30 days from the date of submission of the bill (without any deficiencies) subject to fulfillment of other terms & conditions of the contract.

G) GENERAL TERMS AND CONDITIONS

1. The Audit Firm must not sub-contract the work.

2. The Audit team will work in strict confidence and will ensure that the information in respect of the operation of the Unit is dealt in strict confidence and secrecy. A Certificate towards maintaining confidentiality to be provided by the Internal Auditor before commencement of Audit.
3. If progress/performance of the audit team is not satisfactory, the management reserves the right to terminate the appointment of the Firm with prior notice of one month.
4. Dispute/Difference, if any, shall be mutually settled with Unit Heads/RSMs/ Director (Finance) of HIL, HO as the case may be. If the dispute could not be settled at that level, it will be forwarded to the CMD for decision, which will be final and binding to all concerned.
5. The appointment of the Audit Firm will be for one year for Financial Year 2022-23 and further renewable for next two financial years i.e. 2023-24 and 2024-25 respectively, subject to satisfactory performance of the Firms on the same terms & conditions.
6. The audit firm will be debarred from getting, in future, the internal Audit in, HIL and its units/RSOs in the following cases:
 - a. If the firm obtains the appointment on the basis of false information/false statement.
 - b. If the firm does not take up audit in terms of appointment letter.
 - c. If the firm does not submit the Audit Report, complete in all respect, as per terms of appointment.

H) INSTRUCTION TO BIDDERS

1. The bidder must sign and write page no. on all the papers.
2. Financial offer should be in the same form as specified in this document. It must be submitted in separate sealed envelope.
3. HIL reserves the right to cancel any or all of the bids without assigning any reasons.
4. HIL reserves the right to cancel whole Bid process at any stage. HIL CMD's decision will be final and abide to all the Bidders.
5. All correction/addition/deletion shall require authorized countersign.
6. The Financial bid shall be submitted in the format enclosed at Annexure-A.
7. Proposals after due time period will not be accepted.
8. Offer through e-mail will not be entertained.

I) EVALUATION OF BID

Bid will be evaluated as per following process :

- a) Submission of Bid processing fee.
- b) Proof of Eligibility criteria.
- c) Correctness of the bid as per all the terms and conditions.
- d) Price bid shall be opened for the bidder who obtains qualifying marks of 50 in the technical bid.
- e) Appointment for Internal audit will be given to the qualified bidder, who has offered the lowest price after qualifying in the technical bid.
- f) In case of tie, the firm with higher marks in technical evaluation will be considered and in a Situation of a tie in technical evaluation also, a firm with longer experience will be preferred bas

ed on the year of establishment. If still there is a tie, a firm with higher number of partners will be considered.

- g) If all above documents are submitted and match as per criteria, then only bidder will be considered.

TO BE SUBMITTED ON LETTERHEAD

FORMAT FOR QUOTATION OF PRICE

Annexure-A

Sl. No.	Audit Unit	Amount
1	<u>Production unit</u> Rasayani (Near Panvel, Maharashtra, 70 km from Mumbai)	
2	<u>Production unit</u> Udyogamandal (20 km from Kochi Airport) (Under Closure)	
3	<u>Production unit</u> Bathinda (Punjab) (Under Closure)	
4	RSO- Kolkata (includes Patna, Bhubaneswar & Guwahati)	
5	RSO-North at Gurgaon (includes Bathinda, Karnal, Lucknow, Jaipur)	
6	RSO- Hyderabad (includes Vijayawada & Bellary)	
7	RSO-Ahmedabad (includes Indore, Nagpur & Raipur)	
8	RSO-Coimbatore (includes Kochi)	
9	Head office - Delhi	

Note:

Internal Audit in respect of RSOs will be conducted in the office of RSOs e.g. Kolkata, North at Gurgaon, Hyderabad, Ahmedabad, & Coimbatore respectively. Other Sales offices mentioned within brackets are Sales offices under the administrative control of RSO. Invoicing and other transactions in respect of these Sales offices will be audited in the RSO offices only. However, physical verification of stock and checking of expired materials lying with the godowns of these Sales offices or with the C&F agents will be conducted by Internal Auditors once at the year-end for which no accommodation will be provided or TA/DA will be paid.

In financial bid the amount quoted must be mentioned in figures and words. Overwriting and cutting is not allowed. In case of difference between amount of words and figures, amount written in words will be considered as final.

Price bid will be opened for the firms who have secured **qualifying marks 50** and L1 status will be determined individual audit unit wise amongst the qualified firms.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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 a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs or bunching a BoQ with the main 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 bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. 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 the 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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के 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 प्राधिकारी के 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई 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, 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 termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---