

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Posts
संगठन का नाम/Organisation Name	Maharashtra Postal Circle Department Of Posts
कार्यालय का नाम/Office Name	Director Of Accounts Postal
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dapnagpur@indiapost.gov.in Buyer Email id: kokila.ravichandran@gov.in
कुल मात्रा/Total Quantity	25
वस्तु श्रेणी /Item Category	Entry and Mid Level Desktop Computer (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	80 Lakh (s)
उन्हीं/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
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,Past Performance,Bidder Turnover (Requested in ATC),OEM Authorization Certificate,O Turnover,Additional Doc 1 (Requested in ATC) *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

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 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	2000000
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	60000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(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 this Policy. 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 place 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 bidder along with the bid and retained as a security for the performance of the contract.

लाभार्थी /Beneficiary :

AAO

General Manager (PA & F), Akashwani Chowk, Civil Lines, Nagpur - 440001, Department of Posts, Maharashtra Postal Circle, Ministry of Communications (Kokila Ravichandran)

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

percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preferential Order, 2017). Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and evaluation of documents submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used for determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product value should meet this criterion.

जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller on composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller on composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents of purchase preference for verification by the buyer during evaluation.

Entry And Mid Level Desktop Computer (25 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 v
	Computer Type	Mid Level
	Processor Number	AMD Ryzen 5 5600G, Intel Core i5 12400 Or
OPERATING SYSTEM	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16, 32 Or higher
STORAGE	Type of Storage Installed with the System	NVMe-SSD
	SSD - Storage Capacity (in GB)	1024, 2048 Or higher
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
CABINET	Cabinet Form Factor	Tower (More than 13 to 26 Liters)
	Bays for Optical Drive	1 Or higher
PORTS	Number of USB Type A Port (Version 3 point 2 Gen 1)	5, 6 Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)
	Panel Type	Vertical Alignment (VA)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
WARRANTY	On Site OEM Warranty (in Year)	3, 4, 5 Or higher

Additional Specification Parameters - Entry And Mid Level Desktop Computer (25 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
WITH MS-OFFICE 2024 PRO	WITH MS-OFFICE 2024 PRO.
Processor	Intel Core i5 13 Generation or higher, AMD Ryzen 5 or higher.

* Bidders offering must also comply with the additional specification parameters mentioned above.

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	GST 2 as per RCM
NA	NA	Yes	18%	NA	NA

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
1	Kokila Ravichandran	440001,O/o DAP Nagpur Akashwani chowk Civil lines	25	30

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

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, Government of India, W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters specified therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical specification, value, particular processor, processor brand, processor manufacturer, or any other requirement which restricts or overrides the Category Specification. The GeM General Terms and Conditions (GTC) shall apply according to the latest version.
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 details on the OEM website.
3	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, or printing the OEM name/logo on the motherboard or any internal component of the Device. There shall be no mandatory requirement that the OEM of the Device be a Microsoft Device Partner or hold any specific Microsoft authorization.
4	Operating System - OEM/Publisher Status	Where Microsoft Windows is supplied, it shall be a genuine, legally activated copy of the Windows edition/version declared in the configuration details. It shall be obtained through a licensing or distribution mechanism authorized by the OEM. 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.
5	Operating System - Licensing	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall 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 an Operating System other than Microsoft Windows is supplied, similar verification of licence authenticity and activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. If no such verification mechanism is provided, this requirement shall not apply.
6	Operating System - Verification	The requirements relating specifically to Microsoft Windows licence verification shall apply where Microsoft Windows forms part of the Device configuration. Where an Operating System other than Microsoft Windows is supplied, applicable licensing requirements of the concerned Operating System shall be complied with, and verification of licence authenticity shall be required only where such verification is supported by the concerned Operating System publisher/provider.
7	Operating System - Applicability	Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.
8	Operating System-specific Certification / Compatibility	Each physical USB port shall be declared only once under the highest generation supported by that port. The same physical port shall not be counted as multiple ports of different generations/types merely because of backward compatibility. A compatible higher-generation version of a prescribed USB/interface shall be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.
9	USB Port Declaration / Higher Interface Standard	The warranty applicable to the supplied Device shall be as specified by the OEM for the product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facilities, or a warranty certificate/tag provided by the OEM.
10	Warranty	

		Installation requirements, wherever applicable, shall be specified under the Installation, Commissioning and Testing (ICT) clause. stipulated in the bid, the Seller shall be responsible for installation system and for demonstrating its satisfactory functioning to the Buyer's authorised representative.
11	Scope of Installation	In the case of Direct Purchase and L1 Purchase, installation of the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and or installation of separately procurable software such as antivirus productivity software, etc., unless such software forms part of the through an appropriate GeM category.
12	Buyer/Consignee Obligations for Installation	Where installation is included in the resultant contract, the Buyer provide reasonable access to the installation location and make site infrastructure, including power supply, networking and other requirements not forming part of the Seller's contractual scope. passes, where required, shall be facilitated by the Buyer/Consignee. Before acceptance and generation of CRAC, the Buyer/Consignee appropriate, that the supplied device conforms to the contractual configuration, quantity and warranty requirements and is free from damage or defects. The supplied product shall be new, unused and Buyer/Consignee may verify the packaging, supplied accessories installed operating system where applicable, unique device serial contracted configuration and applicable warranty.
13	Acceptance of Supplies	
14	HDD/SSD Storage Retention	Where required on account of information-security or data-recovery Buyer may prescribe an appropriate contractual condition under procurement via bids) regarding retention of storage media such the supplied device.
15	Availability of Monitor	Supply of the monitor shall be governed by the applicable Category to "Availability of monitor". Any specifications or requirements shall apply only where a monitor forms part of the contracted configuration. The configuration supplied shall conform to the configuration of and resultant contract and shall be supported/authorised by the not make any alteration or substitution of components which reduce the contracted configuration or affects OEM warranty/support. The delivered to the Consignee in its original, factory-approved configuration. The Seller shall provide appropriate contact details and an escalation warranty/service support to the Buyer/Consignee at the time of
16	Configuration Alteration - Seller	
17	Service Escalation Matrix	

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% at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity ordered shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increase in Original quantity) × 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 period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **Generic**

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

5. **Generic**

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

6. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of work) out by OEM / OEM Certified resource or OEM authorised Reseller.

7. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

8. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, they must submit a Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. furnished along with the bid.

9. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the 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 at all times.

10. **Turnover**

Bidder Turn Over Criteria: 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 in the bid document. Documentary evidence in the form of Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant with details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation 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.

11. **Turnover**

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 / Cost Accountant with turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation 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.

less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution of the company shall account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest turnover shall meet this criterion.

12. **Service & Support**

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

13. **Service & Support**

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

14. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

15. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificates and other certificates as prescribed in the Product Specification given in the bid document.

16. **Warranty**

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

17. **Forms of EMD and PBG**

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

Director of Accounts (Postal)
payable at
Nagpur

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

18. **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 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 & 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 bids are with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single 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 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 approved 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 GTC.
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 in 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; the 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 and 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 बिड देने 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 होगा और बिड को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने का अधिकार होगा।

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 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 unde
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---
