

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                                                                                                              | 25-09-2026 12:00:00                                                                                                                                                                                                                                                |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                                                                                                                             | 26-09-2026 12:00:00                                                                                                                                                                                                                                                |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)                                                                                                                                                 | 30 (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                                                                                                                                                                                               | Mumbai                                                                                                                                                                                                                                                             |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal                                                                                                                                                     | HOD Email id :cit.mh@indiapost.gov.in<br>Buyer Email id: pmg_nagpur@indiapost.gov.in                                                                                                                                                                               |
| कुल मात्रा/Total Quantity                                                                                                                                                                                                 | 15                                                                                                                                                                                                                                                                 |
| वस्तु श्रेणी /Item Category                                                                                                                                                                                               | Entry and Mid Level Laptop - Notebook (Q2)                                                                                                                                                                                                                         |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover                                                                                                      | No                                                                                                                                                                                                                                                                 |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover                                                                                               | No                                                                                                                                                                                                                                                                 |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                              | Experience Criteria,Bidder Turnover,Certificate (R Authorization Certificate,Additional Doc 2 (Reque (Requested in ATC)<br>*In case any bidder is seeking exemption from Ex the supporting documents to prove his eligibility 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? | No                                                                                                                                                                                                                                                                 |
| 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                                                                                                                                                                                                                                                                  |

| बिड विवरण/Bid Details                                                                                                                                                                |                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                   | Yes                                             |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                     | 50% Lowest Priced Technically Qualified Bidders |
| बिड का प्रकार/Type of Bid                                                                                                                                                            | Two Packet Bid                                  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                    | 2 Days                                          |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No                                              |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                   | Total value wise evaluation                     |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                     | No                                              |
| सुलह खंड/Mediation Clause                                                                                                                                                            | No                                              |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 50000               |

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

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

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

#### लाभार्थी /Beneficiary :

SR. POSTMASTER, NAGPUR GPO  
SR., POSTMASTER, NAGPUR GPO, CIVIL LINES, AKASHWANI SQ, NAGPUR-440001  
(Sr. Postmaster)

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 Or applicable time to time) |

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%                 | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25  |

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by the Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid. To avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of local value addition along with their bid, failing which no purchase preference shall be given. If the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the bidder, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than the bidder. Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, Micro and Small Enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2021 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by the Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid credentials 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider. Resellers and Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers and Traders manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in the form of a certificate from the manufacturer / OEM along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference. In case of product bids, evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in the bid, Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) per cent.

buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents si

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

4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emerger products/services.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sell would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA b qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OE through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within pr 1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1 seller shall also be allowed to participate in the RA process.

### Entry And Mid Level Laptop - Notebook ( 15 pieces )

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

|              |     |
|--------------|-----|
| Bis Required | Yes |
|--------------|-----|

### 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 Requ                                  |
|---------------------|---------------------------------------|--------------------------------------------------------------------------|
| Processor           | Laptop Type                           | Mid Level                                                                |
|                     | Processor Number                      | AMD Ryzen 5 5625U, Intel Core i5 - 1245L                                 |
| Operating System    | Operating System (Factory Pre-Loaded) | Window 11 Professional, Window 11 Home, Window 11 STF (Shape the Future) |
| Memory              | RAM Size (GB)                         | 16, 32 Or higher                                                         |
| Display             | Display Size (in cm) - Diagonal       | 38.1 to 40.63 (15 In to 15.99 In)                                        |
| Storage             | Capacity of Storage Drive (in GB)     | 1024, 2048 Or higher                                                     |

### Additional Specification Parameters - Entry And Mid Level Laptop - Notebook ( 15 pieces )

| Specification Parameter Name                                                                                     | Bid Requirement (Allowed Values)                                                                  |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| SCREEN SIZE: 15 INCHES RAM:16 GB<br>HARD DISK CAPACITY: 256 GB SSD FOR OS & APPLICATIONS & 1 TB HDD FOR STORAGE. | PROCESSOR: 12TH GEN. INTEL CORE i5-1235U or AMD Ryzen 5 SPEED 3.5 GHz OS: Window 10 pro and above |

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

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी<br>/Consignee<br>Reporting/Officer | पता/Address                                                           | मात्रा /Quantity | डि |
|---------------|---------------------------------------------------------------|-----------------------------------------------------------------------|------------------|----|
| 1             | Dilip Laxmanrao Khade                                         | 440010,O/o The Postmaster General,<br>Nagpur Region, Nagpur - 440 010 | 15               | 57 |

**Special terms and conditions-Version:6 effective from 09-09-2026 for category Entry and Mid Level Lap**

1.

|    |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Category Specification / MeitY Model Technical Specification / ATC Restrictions | The category has been created in accordance with the Model Technic Ministry of Electronics and Information Technology (MeitY) vide letter 19.08.2024 and is based on the parameters defined therein. Buyers s Buyer Added ATCs, any technical parameter, allowed value, particula processor manufacturer or other requirement which restricts or over Specifications. Clause 2(e) of the GeM General Terms and Conditions                                                                             |
| 2  | Product Verification                                                            | Each supplied Device shall bear a unique device serial number or oth traceable to the OEM. The Buyer/Consignee shall be able to verify the product including the configuration through the OEM website.                                                                                                                                                                                                                                                                                               |
| 3  | Requirement of OEM Logo                                                         | Buyers shall not prescribe a requirement for embossing, engraving, p name/logo on the motherboard or any internal component.                                                                                                                                                                                                                                                                                                                                                                          |
| 4  | Operating System - OEM/Publisher Status                                         | There shall be no mandatory requirement that the OEM of the offerec Device Partner or hold any specific Microsoft authorisation. Where an Microsoft Windows is offered, no specific partner status or authorisati Operating System publisher/provider shall be mandated.                                                                                                                                                                                                                              |
| 5  | Operating System - Licensing                                                    | Where Microsoft Windows is supplied, it shall be a genuine, legally lic of the Windows edition/version declared in the catalogue, and the lice through a licensing or distribution mechanism authorised by Microsof System is supplied, it shall comply with the applicable licensing term: concerned Operating System publisher/provider, wherever licensing i                                                                                                                                       |
| 6  | Operating System - Verification                                                 | Where Microsoft Windows is supplied pre-installed, the Buyer/Consign the supplied Windows Operating System is genuine and duly activate Microsoft. A valid digital licence or any other licensing mechanism pe supplied device shall be acceptable. Where any other Operating Syst verification of licence authenticity and/or activation status shall be re concerned Operating System publisher/provider provides a device-leve mechanism. Where no such verification mechanism is provided, this i |
| 7  | Operating System - Applicability                                                | The requirements relating specifically to Microsoft Windows licensing shall apply where Microsoft Windows forms part of the contracted cor Operating System other than Microsoft Windows is supplied, the appl of the concerned Operating System publisher/provider shall be comp licence authenticity and/or activation shall be required only where su the concerned Operating System publisher/provider.                                                                                           |
| 8  | Operating System-specific Certification / Compatibility                         | Hardware compatibility certificate prescribed by a particular Operati may be requested by buyers.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9  | USB Port Declaration                                                            | Each physical USB port shall be declared only once under the highest supported by that port. The same physical port shall not be counted i generations/types merely because of backward compatibility. A techn higher-generation version of a prescribed USB/interface standard may exceeds the functionality and performance of the prescribed standar Category requirements.                                                                                                                        |
| 10 | Warranty                                                                        | The warranty applicable to the supplied device shall be as specified/s reflected in the resultant contract. The applicable warranty shall be v website, OEM customer support facility or warranty certificate/tag pr                                                                                                                                                                                                                                                                                  |

|    |                           |                                                                                                                                                                                                                                                                                                                                                                                      |
|----|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | Acceptance of Supplies    | Before acceptance and generation of CRAC, the Buyer/Consignee must ensure the supplied device conforms to the contracted specifications, configuration requirements and is free from apparent physical damage or defects. It must be new, unused and non-refurbished. The Buyer/Consignee may verify the device number/identifier, contracted configuration and applicable warranty. |
| 12 | Service Escalation Matrix | The Seller shall provide appropriate contact details and an escalation support to the Buyer/Consignee at the time of delivery.                                                                                                                                                                                                                                                       |
| 13 | HDD/SSD Storage Retention | Where required on account of information-security or data-retention concerns, the Seller shall prescribe an appropriate contractual condition under ATCs (in case of contract) regarding retention of storage media such as HDDs/SSDs used in the system.                                                                                                                            |
| 14 | Configuration Alteration  | The configuration supplied shall conform to the configuration offered in the contract and shall be supported/authorised by the OEM. The Seller shall not undertake substitution of components which results in deviation from the contract configuration. The OEM warranty/support. The machine should be delivered to the Buyer/Consignee in the approved configuration.            |

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

### 1. Generic

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

SR. POSTMASTER  
NAGPUR GPO  
CIVIL LINES, AKASHWANI SQ  
NAGPUR  
PIN-440001

### 2. Generic

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

### 3. Generic

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

### 4. 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 malicious 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 related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code.

### 5. Generic

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the date of delivery order and in cases where option clause is exercised during the extended delivery period the addition shall be from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Delivery period}$ .

period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period clause. Bidders must comply with these terms.

## 6. Generic

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktops will not be returned back to the OEM/supplier against warranty replacement.

## 7. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and providing Statutory Clearances required (if any)

## 8. Turnover

**Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than three years, the turnover in respect of the completed financial years after the date of constitution shall be taken into account.

## 9. Service & Support

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

## 10. Service & Support

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

## 11. Certificates

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

## 12. Financial Criteria

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

### 13. 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, who is responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including delays in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions. Any representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not through this clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null and void. The Buyer reserves the right, at its sole 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 / major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension is applicable.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with 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 Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be deterr concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specific Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable G
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional to other document. If buyer needs more items along with the main item, the same must be added through bunch by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be 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 re

**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 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 Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 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 requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of 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, the Service, as the case may be, as provided in the Marketplace.**

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत 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 अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के

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 violation would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

