बिड संख्या/Bid Number: GEM/2026/B/8204726

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-11-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-11-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Kerala
विभाग का नाम/Department Name	Agriculture Development And Farmers Welfare Department Keral
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Agriculture Engineering Wing
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sae.agri@kerala.gov.in Buyer Email id: paoalpzha@gmail.com
कुल मात्रा/Total Quantity	7
वस्तु श्रेणी /Item Category	Entry and Mid Level Desktop Computer (Q2) , Entry and Mid Level Laptop - Notebook (Q2) , Line Interactive UPS with AVR (V2) (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
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
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Entry and Mid Level Desktop Computer
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

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Entry And Mid Level Desktop Computer (3 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PROCESSOR	**Description of Stores**	Desktop Computer with Table Mount Monitor System with Compatible Chipset as per Processor Make with Minimum 6 USB Port
	Computer Type	Entry Level
	Processor Number	AMD Ryzen 3 5300G, Intel Core i3 12100 Or higher
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)	512, 1024, 2048 Or higher
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher
Monitor	**Availibility of Monitor**	Yes as per IS 13252 (Part 1)
	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 (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
RAM	8 gb
warranty	3 year

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Krishnakumar S	688001,Principal Agricultural Office, Civil Station, Alappuzha, Pin - 688001	3	30

Entry And Mid Level Laptop - Notebook (1 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification]

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Processor	**Laptop Type**	Entry Level
	Processor Number	AMD Ryzen 3 5425U, Intel Core i3 - 1215U Or higher
Operating System	**Operating System (Factory Pre-Loaded)**	Linux
Memory	**RAM Size (GB)**	16.0 Or higher
Display	**Display Size (in cm) - Diagonal**	35.56 to 38.09 (14 In to 14.99 In)
Storage	**Capacity of Storage Drive (in GB)**	512, 1024, 2048 Or higher

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Krishnakumar S	688001,Principal Agricultural Office, Civil Station, Alappuzha, Pin - 688001	1	30

Line Interactive UPS With AVR (V2) (3 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	**UPS Rating (in KVA)**	0.65, 0.8, 1.0, 1.5, 2.0, 0.6, 3 Or higher
	Inverter Technology	MOSFET-PWM
	Inverter Efficiency (in %)	60% or better, 70% or better Or higher
	Minimum Guaranteed Battery Backup Time (in Minutes) at Full Load	15, 30, 60, 90, 120, 180, 240, 5, 10 Or higher

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Krishnakumar S	688001,Principal Agricultural Office, Civil Station, Alappuzha, Pin - 688001	3	15

Special terms and conditions-Version:9 effective from 30-09-2026 for category Entry and Mid Level Desktop Computer

1. **1. Category Specification / MeitY Model Technical Specification / ATC Restrictions**
   The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter No. W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters defined therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical parameter, allowed value, particular processor, processor brand, processor manufacturer or other requirement which restricts or overrides the Category Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.

   2. Product Verification
   Each supplied Device shall bear a unique device serial number or other unique device identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the supplied product including the configuration through the OEM website.

3. Requirement of OEM Logo
Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM name/logo on the motherboard or any internal component.

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

5. Operating System - Licensing
Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated copy of the Windows edition/version declared in the catalogue, and the licence shall be obtained through a licensing or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.

6. Operating System - Verification
Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the supplied Windows Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.

7. Operating System - Applicability
The requirements relating specifically to Microsoft Windows licensing, activation and verification shall apply where Microsoft Windows forms part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be complied with, and verification of licence authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.

8. Operating System-specific Certification / Compatibility
Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.

9. USB Port Declaration / Higher Interface Standard
Each physical USB port shall be declared only once under the highest interface capability supported by that port. The same physical port shall not be counted under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version of a prescribed USB/interface standard may be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.

10. Warranty
The warranty applicable to the supplied Device shall be as specified/selected in the product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or warranty certificate/tag provided by the OEM.

11. Scope of Installation
Installation requirements, wherever applicable, shall be specified by the Buyer in the bid under the Installation, Commissioning and Testing (ICT) clause. Where installation is stipulated in the bid, the Seller shall be responsible for installation of the complete system and for demonstrating its satisfactory functioning to the Consignee or the Buyer’s authorised representative. In the case of Direct Purchase and L1 Purchase, installation of the computer system by the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and shall not include supply or installation of separately procurable software such as antivirus software, office productivity software, etc., unless such software forms part of the contracted scope through an appropriate GeM category.

12. Buyer/Consignee Obligations for Installation
Where installation is included in the resultant contract, the Buyer/Consignee shall provide reasonable access to the installation location and make available the necessary site infrastructure, including power supply, networking and other site-preparation requirements not forming part of the Seller's contractual scope. Necessary entry/gate passes, where required, shall be facilitated by the Buyer/Consignee.

13. Acceptance of Supplies
Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, that the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from apparent physical damage or defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee may verify the packaging, supplied accessories/documentation, installed operating system where applicable, unique device serial number/identifier, contracted configuration and applicable warranty.

14. HDD/SSD Storage Retention
Where required on account of information-security or data-retention considerations, the Buyer may prescribe an appropriate contractual condition under ATCs, in case of procurement via bids, regarding retention of storage media such as HDDs/SSDs used in the supplied device.

15. Availability of Monitor
Supply of the monitor shall be governed by the applicable Category parameter relating to "Availability of monitor". Any specifications or requirements relating to the monitor shall apply only where a monitor forms part of the contracted configuration.

16. Configuration Alteration - Seller
The configuration supplied shall conform to the configuration offered in the catalogue and resultant contract and shall be supported/authorised by the OEM. The Seller shall not make any alteration or substitution of components which results in deviation from the contracted configuration or affects OEM warranty/support. The machine should be delivered to the Consignee in its original, factory-approved configuration.

17. Service Escalation Matrix
The Seller shall provide appropriate contact details and an escalation matrix for warranty/service support to the Buyer/Consignee at the time of delivery.

Special terms and conditions-Version:8 effective from 30-09-2026 for category Entry and Mid Level Laptop - Notebook

1. **1. Category Specification / MeitY Model Technical Specification / ATC Restrictions**
   The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter No. W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters defined therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical parameter, allowed value, particular processor, processor brand, processor manufacturer or other requirement which restricts or overrides the Category Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.

   2. Product Verification
   Each supplied Device shall bear a unique device serial number or other unique device identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the supplied product including the configuration through the OEM website.

   3. Requirement of OEM Logo
   Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM name/logo on the motherboard or any internal component.

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

   5. Operating System - Licensing
   Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated copy of the Windows edition/version declared in the catalogue, and the licence shall be obtained through a licensing or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.

   6. Operating System - Verification
   Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the supplied Windows Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism permitted by Microsoft for the supplied device shall be

acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.

7. Operating System - Applicability
The requirements relating specifically to Microsoft Windows licensing, activation and verification shall apply where Microsoft Windows forms part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be complied with, and verification of licence authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.

8. Operating System-specific Certification / Compatibility
Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.

9. USB Port Declaration
Each physical USB port shall be declared only once under the highest interface capability supported by that port. The same physical port shall not be counted under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version of a prescribed USB/interface standard may be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.

10. Warranty
The warranty applicable to the supplied device shall be as specified/selected in the product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or warranty certificate/tag provided by the OEM.

11. Acceptance of Supplies
Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, that the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from apparent physical damage or defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee may verify the packaging, supplied accessories/documentation, installed operating system where applicable, unique device serial number/identifier, contracted configuration and applicable warranty.

12. Service Escalation Matrix
The Seller shall provide appropriate contact details and an escalation matrix for warranty/service support to the Buyer/Consignee at the time of delivery.

13. HDD/SSD Storage Retention
Where required on account of information-security or data-retention considerations, the Buyer may prescribe an appropriate contractual condition under ATCs, in case of procurement via bids, regarding retention of storage media such as HDDs/SSDs used in the supplied device.

14. Configuration Alteration
The configuration supplied shall conform to the configuration offered in the catalogue and resultant contract and shall be supported/authorised by the OEM. The Seller shall not make any alteration or substitution of components which results in deviation from the contracted configuration or affects OEM warranty/support. The machine should be delivered to the Consignee in its original, factory-approved configuration.

Special terms and conditions-Version:1 effective from 24-03-2026 for category Line Interactive UPS with AVR (V2)

1. The seller shall ensure that the supplied battery bank has sufficient VAH capacity to meet or exceed the specified backup time under rated load conditions.

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up

to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ 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 duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

§ OEM/Seller should have registered office in Kerala- Furnish GST Certificate of the bidder for the same.

§ Bidder must have relevant experience in supply and installation of the items published in the bid list. (att ach work order copy)

§ Service Centre : A functional service centre must be available in the consignee district. Address proof of t he same must be submitted.

§ Bidders shall quote only those products in the bid which are not obsolete.

§ Bidder offer is liable to be rejected if they don’t upload any of the certificates/documents sought in the bi d documents, ATC and corrigendum if any.

§ OEM Warranty certificates must be submitted by successful bidder at the time of delivery of Goods. The s eller should guarantee that the rectification of goods in case of any break down during the guarantee p eriod. Seller should have well established installation, commissioning, Training, troubleshooting and ma intenance service group in INDIA for attending the after sales service.

§ Seller must upload self-certification regarding adherence of the clause mentioned in the ATC

§ The buyer reserves the right to accept/reject the bid based on market survey of the product specified in t he bid.

§ Bidder must have minimum of 5 years experience in GeM(Attach proof)

§ Bidder should be an Original Equipment Manufacturer (OEM) or Authorized partner of the proposed produ cts. Manufacturer’s Authorization Format (MAF), specific to this Tender from Original Equipment Manufa cturer should be submitted along with the proposal.

§ The price quoted should be all inclusive of supply and basic installation.

§ The specifications are basic essence of the product. It must be ensured that the offers must be strictly as per tendered specifications.

§ A self-declaration of the bidder showing that the bidder is not blacklisted in GeM India for the last 5 Years (In company letter head)

§ Bidder must have relevant experience in supply and installation of the items published in the bid list. (att ach work order copy)

§ Bidders must have 4 star or higher GeM star rating (Final Rating LBL)(attach screenshot)

§ Bidder must have minimum 5 Crores or above business in GEM (Attach Proof)

§ After technical evaluation bidder should have to give onsite demo at our office.

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, 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 / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

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

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