

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-11-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-11-2026 18:00:00
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 Electronics And Information Technology
विभाग का नाम / Department Name	Department Of Electronics And Information Technology
संगठन का नाम / Organisation Name	National Informatics Centre Services Incorporated (nicsi)
कार्यालय का नाम / Office Name	Hall No. 2 & 3, 6th Floor, Nbcc Tower-15, Bhikaji Cama Place, New Delhi-110066
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :mdnicsi@nic.in Buyer Email id: gem-nicsi@nicsi.nic.in
कुल मात्रा / Total Quantity	5
वस्तु श्रेणी / Item Category	High End Laptop - Notebook (Q2)
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	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 मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

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

लाभार्थी /Beneficiary :

National Informatics Centre Services Incorporated
Hall No. 2 & 3, 6th Floor, Nbcc Tower-15, Bhikaji Cama Place, New Delhi-110066, Department of Electronics and Information Technology, National Informatics Centre Services Incorporated (NICSI), Ministry of Electronics and

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(as amended and 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder

seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the 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 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

High End Laptop - Notebook (5 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 required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
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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	Base Processor Number	For Higher Processor Or higher
	Higher Processor Number	Intel Core Ultra 7 155U, Intel Core Ultra 5 125U, Intel Core Ultra 7 165U, Intel Core i7-1280P, Intel Core Ultra 5 125H, Intel Core i7-12650H, Intel Core Ultra 5 135H, Intel Core i7-13620H, Intel Core Ultra 7 155H, Intel Core Ultra 7 165H, Intel Core i7-13700H, Intel Core i9-12900H, Intel Core Ultra 9 185H, Intel Core i7-13650HX, Intel Core i7-13700HX, Intel Core i7-14650HX, Intel Core Ultra 5 225U, Intel Core Ultra 5 235U, Intel Core Ultra 7 255U, Intel Core Ultra 5 236V, Intel Core Ultra 5 226V, Intel Core Ultra 5 238V, Intel Core Ultra 7 265U, Intel Core Ultra 7 266V, Intel Core Ultra 7 268V, Intel core ultra 7 255H, Intel Core Ultra X7 368H, Intel Core Ultra 7 366H, Intel Core Ultra X7 358H, Intel Core Ultra 7 356H, Intel Core7 350, Intel Core7 360, Intel Core Ultra 7 355, Intel Core Ultra 7 365, Intel Core Ultra 5 225H Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	Type of RAM	DDR5 Or higher
	RAM Size (GB)	32 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.07 (14 In to 14.99 In)
Storage	Capacity of Storage Drive (in GB)	1024, 2048, 4096 Or higher

Additional Specification Parameters - High End Laptop - Notebook (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Warranty	3 Years
Pre-installed Software	Office Suite Software
Wireless Connectivity	Yes
Number of Cores per Processor	12

* 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
100%	NA

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	Lokesh Joshi	110003,A4B4, NIC-HQ, CGO Complex, Lodhi Road	5	30

Special terms and conditions-Version:8 effective from 30-09-2026 for category High End 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.

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. Generic

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

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Certificates

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

5. Service & Support

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

6. Service & Support

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Following NICS Bank Account details may be utilize while submitting eEMD/EMD/ePBG/PBG/Security Deposit/etc:

a.	Name of Company	National Informatics Centre Services Incorporated
b.	Date of Incorporation	29-08-1995
c.	PAN	AAACN2185J
d.	Email Id & Contact No.	nicsi-cs@nic.in & +91-7999799525
e.	Registered Office Address	Hall No. 2 & 3, 6th Floor, NBCC Tower-15, Bhikaji Cama Place, New Delhi – 110066
f.	Communication Address	Tower-A, 3rd Floor, World Trade Centre, Nauroji Nagar, New Delhi – 110029
g.	Bank A/c No.	100242623620
h.	RTGS/NEFT Branch Code	INDB0001555
i.	Name of Bank	Indusind Bank
j.	Branch Name	Africa Avenue Safdarjung, New Delhi
k.	Account Type	Saving

2. Successful bidder shall ensure that GeM Contract number is mentioned in the PBG.

3. Bidder is advised to submit as a compliance and acceptance to the Buyer added ATC on their letter head duly signed by their Competent Authority and company Stamp as mentioned below:

a. Laptop shall be supplied with pre-loaded genuine proprietary Office Suite Software with Perpetual/Government Edition Licence, capable of PDF-to-Word and Word-to-PDF conversion, supplied through Paper/Volume licence.

b. White-label, rebranded or third-part repacked software shall not be accepted. OEM MAF and a valid license/activation key must be ensure software genuineness.

c. Date Sheet of laptop, BIS Certificate, OEM MAF and ROHS, Energy star certificate.

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 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, 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---