बिड संख्या/Bid Number: GEM/202
दिनांक /Datec

GEM/2026/B/8079436

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-10-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-10-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Scientific And Industrial Research (dsir)
संगठन का नाम/Organisation Name	Council Of Scientific And Industrial Research (csir)
कार्यालय का नाम/Office Name	Cenral Road Research Institute
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :spo.crri@csir.res.in Buyer Email id: sosnp.crri@nic.in
कुल मात्रा/Total Quantity	15
वस्तु श्रेणी /Item Category	All in One PC (V2) (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	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experienc Criteria, the supporting documents to prove his eligibility 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 re during the tender/bid process will also be displayed to ot 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	62

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

लाभार्थी /Beneficiary :

Director
Cenral Road Research Institute, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Ind
Research (CSIR), Ministry of Science and Technology
(Director, Crri)

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 availabele 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 a 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 (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 c Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidde a certificate from the OEM regarding the percentage of the local content and the details of locations at which the loc addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost au OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to parti 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 applica Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/se provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of document

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs hav Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and M Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themse Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid fo bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurer Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect (product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitt

product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) p total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concu application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Prefer in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as valida approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is no used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based or assessment of reasonableness and based on competitive prices received in Bid / RA process.

All In One PC (V2) (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 for qualifying as Class 1 and Class 2 Local Supplier respectively)

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 Requiremen Values)
Description	**Description of store**	All in One Personal Computers consist of a Mouse, Display with Web camera, inbuilt/integrated micro and speakers, an internal CPU with connection cal power adapter with 1 year standard warranty
	Processor Number	Intel Core i9-13900T, Intel Core i9-13900 Or highe
Input Devices	**Mouse Connectivity**	Wired, Wireless Or higher
	Keyboard Connectivity	Wired, Wireless Or higher
Operating System	**Operating System (Factory Preloaded with Certification)**	Windows 11 Professional
Memory	**Type of RAM**	DDR5 Or higher
	RAM Size (GB)	8, 16, 32 Or higher
Storage	**Type of Storage Installed with the System**	NVMe SSD
	Storage Capacity (in GB)	512, 1024, 2048 Or higher
Display	**Display Size - Diagonal (in Inches)**	68.1 - 73 (26.81" - 28.74")
Ports	**Number of Ports**	1-HDMI, 1-DP, 1-USB 3.0 TYPE A, 1-USB TYPE C, 2- Universal Audio Jack, 1- RJ-45 (10/100/1000 Ethern VGA, 1-USB 3.1 Gen 2 TYPE A, 1-USB 3.1 Gen 1 TY 3.0 TYPE A, 2-USB 3.1 Gen 2 TYPE A, 2-USB 3.1 Ge 1-USB 3.1 Gen 1 TYPE C, 2-USB 3.1 Gen 1 TYPE C, Gen 2 TYPE C, 2-USB 3.2 Gen 2 TYPE C, 2- HDMI
Generic	**Stand**	Height Adjustable, Height Adjustable and Swivel a

Additional Specification Parameters - All In One PC (V2) (15 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
ATC and Technical details as per ATC with Specifications as mentioned in Tender Documents.	ATC with Specifications as mentioned in Tender Documents.
In case of Non-compliance of ATC and Technical Specifications.	Bid may be rejected due to Non-compliance of ATC and Technical Specificat

* 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/Del
1	RACHNA	110025,CENTRAL ROAD RESEARCH INSTITUTE DELHI MATHURA ROAD NEW DELHI	15	60

Special terms and conditions-Version:13 effective from 23-09-2026 for category All in One PC (V2)

1.

1	Product Verification	Each supplied Device shall bear a unique device serial number or other uni identifier traceable to the OEM. The Buyer/Consignee shall be able to authenticity of the supplied product including the configuration througl website.
2	Requirement of OEM Logo	Buyers shall not prescribe a requirement for embossing, engraving, affixing the OEM name/logo on the motherboard or any internal component
3	Operating System - OEM/Publisher Status	There shall be no mandatory requirement that the OEM of the offered dev be a Microsoft Device Partner or hold any specific Microsoft authorisation. Operating System other than Microsoft Windows is offered, no specific par or authorisation from the concerned Operating System publisher/provide mandated.
4	Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally license activated copy of the Windows edition/version declared in the catalogu licence shall be obtained through a licensing or distribution mechanism aut Microsoft. Where any other Operating System is supplied, it shall compl applicable licensing terms and conditions of the concerned Operatir publisher/provider, wherever licensing is applicable.

5	Operating System - Verification	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee sh to verify that the supplied Windows Operating System is genuine and duly through the OEM, i.e. Microsoft. A valid digital licence or any othe mechanism permitted by Microsoft for the supplied device shall be accepta any other Operating System is supplied, similar verification of licence a and/or activation status shall be required only where the concerned System publisher/provider provides a device-level or equivalent mechanism. Where no such verification mechanism is provided, this re shall not apply.
6	Operating System - Applicability	The requirements relating specifically to Microsoft Windows licensing, acti verification shall apply where Microsoft Windows forms part of the configuration. Where an Operating System other than Microsoft Windows i the applicable licensing requirements of the concerned Operatin publisher/provider shall be complied with, and verification of licence a and/or activation shall be required only where such verification is suppor concerned Operating System publisher/provider.
7	Operating System-specific Certification / Compatibility	Hardware compatibility certificate prescribed by a particular Operatir publisher/provider may be requested by buyers.
8	USB Port Declaration / Higher Interface Standard	Each physical USB port shall be declared only once under the highes capability supported by that port. The same physical port shall not be cou multiple USB generations/types merely because of backward compa technically backward-compatible higher-generation version of a USB/interface standard may be offered where it meets or exceeds the fu and performance of the prescribed standard and complies with all othe requirements.
9	Warranty	The warranty applicable to the supplied Device shall be as specified/sele product and reflected in the resultant contract. The applicable warrant verifiable through the OEM website, OEM customer support facility o certificate/tag provided by the OEM.

10	Scope of Installation	Installation requirements, wherever applicable, shall be specified by the B bid under the Installation, Commissioning and Testing (ICT) clause. Where i is stipulated in the bid, the Seller shall be responsible for installation of th system and for demonstrating its satisfactory functioning to the Consig Buyer’s authorised representative. In the case of Direct Purchase and L1 Purchase, installation of the compu by the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and shall r supply or installation of separately procurable software such as antiviru office productivity software, etc., unless such software forms part of the scope through an appropriate GeM category.
11	Buyer/Consignee Obligations for Installation	Where installation is included in the resultant contract, the Buyer/Consi provide reasonable access to the installation location and make av necessary site infrastructure, including power supply, networking and preparation requirements not forming part of the Seller's contract Necessary entry/gate passes, where required, shall be facilitate Buyer/Consignee.
12	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may appropriate, that the supplied device conforms to the contracted spe configuration, quantity and warranty requirements and is free from appare damage or defects. The supplied product shall be new, unused and non-r The Buyer/Consignee may verify the packaging, supplied accessories/docu installed operating system where applicable, unique device serial numbe contracted configuration and applicable warranty.
13	HDD/SSD Storage Retention	Where required on account of information-security or data-retention cons the Buyer may prescribe an appropriate contractual condition under ATCs procurement via bids) regarding retention of storage media such as HDDs in the supplied device.
14	Availability of Monitor	Supply of the monitor shall be governed by the applicable Category relating to "Availability of monitor". Any specifications or requirements rela monitor shall apply only where a monitor forms part of the contracted confi
15	Configuration Alteration - Seller	The configuration supplied shall conform to the configuration offered in the and resultant contract and shall be supported/authorised by the OEM. The not make any alteration or substitution of components which results in dev the contracted configuration or affects OEM warranty/support. The machine delivered to the Consignee in its original, factory-approved configuration

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

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 bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordere up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery quantity shall commence from the last date of original delivery order and in cases where option clause is exe the extended delivery period the additional time shall commence from the last date of extended delivery peri additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the origina period. The Purchaser may extend this calculated delivery duration up to the original delivery period while ex option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   ATC & Configuration given below

Desktop	
Processor family	Series 3 Intel® Core™ Ultra 7 355 Processor or i9 Processor 13th r latest
Memory slots	2 slots or more
Memory standard	32 GB DDR5 or more, Speed 3200 or more
Graphics	Intel® Iris® X^e Graphics or Intel® Arc™ or latest
Display	27-inch FHD or latest
Network	10/100/1000 Gigabit Ethernet
Wireless	Intel Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi o higher
	Bluetooth 5.3 or latest
Operating system & MS Office	Windows 11 Professional edition 64 bit (Pre-installed and lifetime indows STF version is not acceptable)
Hard drive description	1 TB SSD or higher
	No SATA HDD

Mouse	Wired
Keyboard	Wired
Audio features	2 Integrated stereo speakers and microphone
Camera	2MP or more
HDMI Ports	2 nos. HDMI port
Other Ports	1 nos. USB Type-C 5Gbps signalling rate, 2 nos. USB Type-A 5Gbps signalling rate, 2 nos. USB 2.0 Type-A, 1 nos. headphone/microphone combo, & 1 nos. RJ-45
Stand	Height Adjustable
Warranty	5 years or more on-site comprehensive warranty. Warranty will be considered/counted only from the date of instal campus & should be reflected on OEM's website/warranty page.
Processor family	Series 3 Intel® Core™ Ultra 7 355 Processor or i9 Processor 13th r latest
Memory slots	2 slots or more
Memory standard	32 GB DDR5 or more, Speed 3200 or more
Graphics	Intel® Iris® X^e Graphics or Intel® Arc™ or latest
Display	27-inch FHD or latest
Network	10/100/1000 Gigabit Ethernet
Wireless	Intel Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) Wi-Fi o higher
	Bluetooth 5.3 or latest
Operating system & MS Office	Windows 11 Professional edition 64 bit (Pre-installed and lifetin Windows STF version is not acceptable)
Hard drive description	1 TB SSD or higher
	No SATA HDD
Mouse	Wired

Keyboard	Wired
Audio features	2 Integrated stereo speakers and microphone

ATC

1. Bidder must provide non blacklisting declaration certificate on 100 Rs stamp paper duly notarized.

2. Availability of Service Centers: Bidder/OEM must have a Functional Service Centre in the State of Consignee ervice center is not already there at the time of bidding, successful bidder / OEM shall have to establish one w of award of contract. Payment shall be released only after submission of documentary evidence of having Fun e Centre.

Bidder must submit Compliance, Warranty Certificate on their letter head must be provided.

S. No	Specification Antivirus	Features
1	Browse online safely	Browsing Protection, Phishing Protection

2	Prevent Ransomware attacks	Total Ransomware Protection
3	Do banking & online shopping securely	Safe Banking, Anti-Keylogger
4	Secure confidential data	File Vault, Data Theft Protection
5	Protect your privacy	Webcam Protection
6	Secure email communications	Email Protection, Spam Protectic
7	No fear of intrusion attack	Firewall, IDS/IPS, Godeep.AI
8	Robust scan engine	Virus Protection, Malware Protec dvance DNA Scan
System Requirements		
1	Enhance PC performance	PC Tuner
2	Operating System	Microsoft Windows XP (SP2) and
3	RAM	2 GB or more
4	CPU	Intel Pentium 4 or higher
5	Disk Space	1.8 GB or more
6	Browser	Internet Explorer 6 or higher
Additional Parameters		
1	Local OEM Support	Should have Registered OEM offi ndia for Technical support and ir on support (GST copy required fo f)
2	Escalation Matrix & Scan Engine	Should provide toll free no and le engineer support from OEM side OEM should have there own scan Engine
3	Made in India	100% made in India proof on OE letter head

4	Certifications & Black Listed	ISO 27001 Certified in Network, I rotection and privacy with auto encrypted bac chnology, ISO 20000 certified Te l Support, ISO 9001, Anti-Ransomware cert chnology. certificates required fr pective issuing agency, OEM / Bi hould not be blacklisted in any o overnment agency in last 10 years
5	Manufacturer's Authorization Form	Authorization Authority should p maf in favour of bidder Also auth OEM should provide name Desig email id, phone no, office addres se of MAF verification (MAF Should be attached)

Email Id:

spo.crri@csir.res.in / sosnp.c csir.res.in

Contact No.: 9899247421

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It is mandatory to submit attached ATC forms du d.

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

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2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned them:

(a) “Contract” means the Contract Agreement entered into between the Purchaser a pplier, together with the Contract Documents referred to therein, including all att appendices, and all documents incorporated by reference therein.

(b) “Contract Documents” means the documents listed in the Contract Agreement, i ny amendments thereto.

(c) “Contract Price” means the price payable to the Supplier as specified in the Cont ment, subject to such additions and adjustments thereto or deductions there from e made pursuant to the Contract.

(d) “Day” means calendar day.

(e) “Completion” means the fulfillment of the Goods and related Services by the Su ccordance with the terms and conditions set forth in the Contract.

(f) “GCC” means the General Conditions of Contract.

(g) “Goods” means all of the commodities, raw material, machinery and equipment, er materials that the Supplier is required to supply to the Purchaser under the Co

(h) “Related Services” means the services incidental to the supply of the goods, suc ortation, insurance, installation, training and initial maintenance and other such o of the Supplier under the Contract.

(i) “SCC” means the Special Conditions of Contract.

(j) “Subcontractor” means any natural person, private or government entity, or a c n of the above, to whom any part of the Goods to be supplied or execution of any Related Services is subcontracted by the Supplier.

(k) Supplier” means the natural person, private or government entity, or a combinat above, whose bid to perform the Contract has been accepted by the Purchaser ar d as such in the Contract Agreement.

(l) The “Council” means the Council of Scientific & Industrial Research (CSIR), regis
r the Societies Registration Act, 1860 of the Govt. of India having its registered of
afi Marg, New Delhi-110001, India.

(m) The “Purchaser” means any of the constituent Laboratory/Institute of the Council
t any designated place in India as specified in SCC.

(n) “The final destination,” where applicable, means the place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all doc
ming the Contract (and all parts thereof) are intended to be correlative, complem
d mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Code of Integrity

2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other pena
s as per the bid documents or contract, if the Purchaser comes to a conclusion th
ective) bidder/ supplier, directly or through an agent, has violated this code of int
mpeting for the contract or in executing a contract, the Purchaser may take appr
asures including one or more of the following:

a) Cancellation of the relevant contract and recovery of compensation for l
d by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the p
t;

c) Recovery of payments including advance payments, if any, made by the
along with interest thereon at the prevailing rate.

a) Provisions in addition to above:

1) Removal from the list of registered suppliers and banning/debarm
bidder from participation in future procurements of the purchaser for
ot less than one year;

2) In case of anti-competitive practices, information for further proc
be filed under a signature of the Joint Secretary level officer, with the
on Commission of India;

3) Initiation of suitable disciplinary or criminal proceedings against a
al or staff found responsible.

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties sh y and severally liable to the Purchaser for the fulfillment of the provisions of the (d shall designate one party to act as a leader with authority to bind the joint ven rtium, or association. The composition or the constitution of the joint venture, co r association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in Chapter fications and allied technical details.

2.6 Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Sco ly in accordance with Scope of Supply Clause of the GCC, and the Delivery and Co chedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services under the Contract shall not vary from the prices quoted by the Supplier in its bid

2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data ation furnished to the Purchaser by the Supplier herein shall remain vested in the or, if they are furnished to the Purchaser directly or through the Supplier by any t including suppliers of materials, the copyright in such materials shall remain vest third party.

2.9 Application

2.9.1 These General Conditions shall apply to the extent that they are not supersedec provisions in other parts of the Contract.

2.10 Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to rds mentioned in the Technical Specifications, and, when no applicable standard ed, to the authoritative standard appropriate to the Goods' country of origin and standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose tl , or any provision thereof, or any specification, plan, drawing, pattern, sample or i furnished by or on behalf of the Purchaser in connection therewith, to any person a person employed by the Supplier in performance of the Contract. Disclosure to mployed person shall be made in confidence and shall extend only so far, as may ary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use ument or information enumerated above except for purposes of performing the C

2.11.3 Any document, other than the Contract itself, enumerated above shall remain y of the Purchaser and shall be returned (in all copies) to the Purchaser on compl Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause mnify and hold harmless the Purchaser and its employees and officers from and a and all suits, actions or administrative proceedings, claims, demands, losses, dar s, and expenses of any nature, including attorney's fees and expenses, which the may suffer as a result of any infringement or alleged infringement of any tility model, registered design, trademark, copyright, or other intellectual propert stered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; an

(b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the shall promptly give the Supplier a notice thereof, and the Supplier may at its own nd in the Purchaser's name conduct such proceedings or claim and any negotiati settlement of any such proceedings or claim.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/ PO, the Supplier shall fur mance security in the amount specified in SCC, valid till 60 days after the warrant

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as ion for any loss resulting from the Supplier's failure to complete its obligations ur ntract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers r supplies within India and denominated in the currency of the contract in the cas eceived for supply from foreign countries or in equivalent Indian Rupees in case t ance Security is submitted by the Indian Agent.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by th ent and, in the case of purchases from indigenous sources, the PS may be submit er the manufacturer or their authorized dealer/bidder.

2.13.5 The Performance security shall be as per ITB

2.13.6 The performance security will be discharged by the Purchaser and returned to r not later than 60 days following the date of completion of the Supplier's perforn ations, including any warranty obligations, unless specified otherwise in SCC, with any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of re ch amendment, furnish the amendment to the performance security, rendering tl lid for the duration of the contract, as amended for further period of 60 days ther

2.13.8 The order confirmation must be received within 14 days. However, the Purchas powers to extend the time frame for submission of order confirmation and submis formance Security (PS). Even after extension of time, if the order confirmation /PS ceived, the contract shall be cancelled provided that the purchaser, on being sat t is not a case of cartelization and the integrity of the procurement process has b ined, may, for cogent reasons, offer the next successful bidder an opportunity to inancial bid of the first successful bidder, and if the offer is accepted, award the c he next successful bidder at the price bid of the first successful bidder.

2.14 <u>Inspections and Tests</u>

2.14.1 The inspections & test, training required would be as detailed in Chapter-4 of th Bidding Document relating to Specification and Allied Technical details.

2.15 <u>Packing</u>

2.15.1 The Supplier shall provide such packing of the Goods as is required to preve mage or deterioration during transit to their final destination as indicated in the C he packing shall be sufficient to withstand, without limitation, rough handling dur and exposure to extreme temperatures, salt and precipitation during transit and ge. Packing case size and weights shall take into consideration, where appropriat oteness of the Goods' final destination and the absence of heavy handling faciliti nts in transit.

2.15.2 The packing, marking and documentation within and outside the packages shal rictly with such special requirements as shall be provided for in the Contract inclu onal requirements, if any, specified in SCC and in any subsequent instructions ord e Purchaser.

2.16 <u>Delivery and Documents</u>

2.16.1 Standard delivery period is 60 days for INR purchase orders and 120 days for ir s (after LC opening for LC payment cases). However, if a different delivery perioc mentioned in the Technical Specifications part or by the bidder in its bid, it shall b le provided it has been mentioned in the Purchase Order.

2.16.2 Delivery of the Goods and completion and related services shall be made by th n accordance with the terms specified by the Purchaser in the contract. The deta ng and/ or other documents to be furnished by the supplier are specified in SCC.

2.16.3 The mode of transportation shall be as specified in SCC. In case the purchaser ave the transportation done through Air, then air lifting needs to be done through nly. In case Air India does not operate in the Airport of dispatch, then the bidder ngage the services of any other Airlines.

2.17 <u>Insurance</u>

2.17.1 Should the purchaser elect to buy on CIF/ CIP basis, the Goods supplied under tl shall be fully insured against any loss or damage incidental to manufacture or ac ansportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the hall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary a & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of ser.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in idders and /or the Indian agent shall be responsible for follow up with their princi ertaining the dispatch details and informing the same to the Purchaser and he sh se with the Purchaser to ascertain the arrival of the consignment after clearance mediately thereafter in his presence the consignment could be opened and the ir aim be lodged, if required, without any loss of time. Any delay on the part of the an Agent would be viewed seriously and he shall be directly responsible for any l ed by the purchaser on the event of the delay.

2.18 <u>Transportation</u>

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, tr he Goods, up to and including the point of putting the Goods on board the vessel ified port of loading, shall be arranged and paid for by the Supplier, and the cost t l be included in the Contract price. Where the Supplier is required under the Con ver the Goods FCA, transport of the Goods and delivery into the custody of the ca place named by the Purchaser or other agreed point shall be arranged and paid f upplier, and the cost thereof shall be included in the Contract Price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or C t of the Goods to the port of destination or such other named place of destination haser's country, as shall be specified in the Contract, shall be arranged and paid f upplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under t to transport the Goods to a specified destination in India, defined as the Final De ansport to such destination, including insurance and storage, as specified in the C all be arranged by the Supplier, and the related costs shall be included in the Con

2.19 <u>Incidental Services</u>

2.19.1 The supplier may be required to provide any or all of the services, including train specified in Ch.4

2.20 <u>Spare Parts</u>

2.20.1 The Supplier shall be required to provide any or all of the following materials, n , and information pertaining to spare parts manufactured or distributed by the Su

(a) Such spare parts as the Purchaser may elect to purchase from the Supp ng that this election shall not relieve the Supplier of any warranty obligatio e Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in suf to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the drawings and specifications of the spare parts, if requested.

2.21 <u>Warranty</u>

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most rece nt models, and that they incorporate all recent improvements in design and mate s provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising ct or omission of the Supplier or arising from design, materials, and workmanship mal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelv ths after the Goods, or any portion thereof as the case may be, have been delive accepted at the final destination indicated in the SCC, or for Eighteen (18) month date of shipment from the port or place of loading in the country of origin, whiche concludes earlier.

2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such d ther with all available evidence thereof, promptly following the discovery thereof haser shall afford all reasonable opportunity for the Supplier to inspect such defe

2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of tim ously repair or replace the defective Goods or parts thereof, at no cost to the Pur

2.21.6 If having been notified, the Supplier fails to remedy the defect within a reasonab time; the Purchaser may proceed to take within a reasonable period such remedi may be necessary, at the Supplier's risk and expense and without prejudice to ar hts which the Purchaser may have against the Supplier under the Contract.

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis haser.

2.22 Terms of Payment

2.22.1 The method and conditions of payment to be made to the Supplier under this all be as specified in the SCC. Due to special nature of some procurement/ projec pe payment terms may have been prescribed in the Technical Specifications part document. **Adherence to these payment terms will be MANDATORY for th e considered as responsive and therefore eligible for further evaluation ich it shall be rejected summarily.**

2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writin nied by an invoice describing, as appropriate, the Goods delivered and the Servic ed, and by documents, submitted pursuant to Delivery and document Clause of d upon fulfillment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than th ys after submission of the invoice or claim by the Supplier. While claiming the pa supplier should certify in the bill/invoice that the payment being claimed strictly i he contract and all obligations on the part of the supplier for claiming the paymer n fulfilled as required under the contract.

2.22.4 Payment shall be made in currency as indicated in the contract.

2.23 Change Orders and Contract Amendments

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuan on Notices of the GCC make changes within the general scope of the Contract in more of the following:

(a) Increase or decrease in the quantity required, exercise of quantity opinic

(b) Changes in schedule of deliveries and terms of delivery;

(c) The changes in inspection arrangements;

(d) Changes in terms of payments and statutory levies;

(e) Changes due to any other situation not anticipated;

2.23.2 No changes in the price quoted shall be permitted after the purchase order has d except on account of statutory variations.

2.23.3 No variation or modification in the terms of the contract shall be made except b mendment signed by the parties.

2.24 **Assignment**

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform und ract, except with the Purchaser's prior written consent.

2.25 **Subcontracts**

2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded ur ntract if not already specified in the bid. Such notification, in the original bid or la ot relieve the Supplier from any liability or duties or obligation under the contract

2.26 **Extension of time.**

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Su cordance with the time schedule specified by the Purchaser.

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contra uld encounter conditions impeding timely delivery of the Goods and performance s, the Supplier shall promptly notify the Purchaser in writing of the fact of the de y duration and its cause(s). As soon as practicable after receipt of the Supplier's Purchaser shall evaluate the situation and may, at its discretion, extend the er's time for performance with or without liquidated damages, in which case the hall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the S he performance of its delivery obligations shall render the Supplier liable to the ir f liquidated damages pursuant to liquidated damages Clause of the GCC unless a n of time is agreed upon pursuant to above clause without the application of pena

2.27 **Liquidated Damages**

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or a ods or to perform the Services within the period(s) specified in the Contract, the I hall, without prejudice to its other remedies under the Contract, deduct from the ice, as penalty, a sum equivalent to the percentage specified in SCC of the delive the delayed Goods or unperformed Services or contract value in case the delivere he delayed goods or unperformed services cannot be ascertained from the contr h week or part thereof of delay until actual delivery or performance, up to a max ction of the Percentage specified in SCC. Once the maximum is reached, the Purc consider termination of the Contract pursuant to GCC Clause on Termination for D

2.28 Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contra en notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s n the contract, or within any extension thereof granted by the Purchaser p GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrup ent or collusive or coercive practices etc as defined in GCC Clause and ITB ode of integrity in competing for or in executing the Contract.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may t se to any one or more of the following action:

(a) The Performance Security is to be forfeited;

(b) The purchaser may procure, upon such terms and in such manner as it c opriate, stores similar to those undelivered, and the supplier shall be liable lable actions against it in terms of the contract.

(c) However, the supplier shall continue to perform the contract to the ext minated.

2.29 Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Lic mages and Termination for Default the Supplier shall not be liable for forfeiture c mance security, liquidated damages or termination for default, if and to the exte delay in performance or other failure to perform its obligations under the Contrac ult of an event of Force Majeure.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyor ol of the Supplier that is not foreseeable, is unavoidable, and its origin o negligence or lack of care on the part of the Supplier. Such events may include, limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fire pidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purcha ng of such conditions and the cause thereof within 21 days of its occurrence. Unl se directed by the Purchaser in writing, the Supplier shall continue to perform its under the Contract as far as is reasonably practical, and shall seek all reasonabl e means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is p delayed by any reason of Force Majeure for a period exceeding 60 days, either pa its option terminate the contract without any financial repercussions on either sid

2.30 <u>Termination for Insolvency</u>

2.30.1 The Purchaser may at any time terminate the Contract by giving written notice plier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, term be without compensation to the Supplier, provided that such termination will not r affect any right of action or remedy, which has accrued or will accrue thereafte chaser.

2.31 <u>Termination for Convenience</u>

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contr e or in part, at any time. The notice of termination shall specify that termination i rchaser's convenience, the extent to which performance of the Supplier under the s terminated, and the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after the S ceipt of notice of termination shall be accepted by the Purchaser at the Contract prices. For the remaining Goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and /or

(b) To cancel the remainder and pay to the Supplier an agreed amount for mpleted Goods and for materials and parts previously procured by the Sup

2.32 <u>Settlement of Disputes</u>

2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by mal negotiation any disagreement or dispute arising between them under or in with the Contract.

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or by such mutual consultation, then either the Purchaser or the Supplier may give e other party of its intention to commence arbitration, as hereinafter provided, a tter in dispute, and no arbitration in respect of this matter may be commenced u notice is given. Any dispute or difference in respect of which a notice of intentior nce arbitration has been given in accordance with this Clause shall be finally sett ration. Arbitration may be commenced prior to or after delivery of the Goods und ract.

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded a

(a) If any dispute or difference arises between the parties hereto as to the const erpretation, effect and implication of any provision of this agreement including or liabilities or any claim or demand of any party against other or in regard to matter under these presents but excluding any matters, decisions or determin ich is expressly provided for in this Agreement, such disputes or differenc referred to an Arbitral Bench consisting of three Arbitrators, one each to be ap each party and the two Arbitrators shall appoint a third Arbitrator who shall be ing Arbitrator. A reference to the Arbitration under this Clause shall be deeme mission within the meaning of the Arbitration and Conciliation Act, 1996 and t med there under for the time being in force. Each party shall bear and pay its f the arbitration proceedings unless the Arbitrators otherwise decides in the Av

2.32.4 The venue of the arbitration shall be the place from where the purchase order c is issued.

2.32.5 Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under t t unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.33 <u>Governing Language</u>

2.33.1 The contract shall be written in English language which shall govern its interpre correspondence and other documents pertaining to the Contract, which are exch he parties, shall be written in the English language only.

2.34 <u>Applicable Law</u>

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of In disputes shall be subject to place of jurisdiction as specified in SCC.

2.35 <u>Notices</u>

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall the other party in writing or by e-mail or and confirmed in writing to the other par s specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice’s effective date, whic ter.

2.36 Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible es, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible s, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to t in India, the Purchaser shall make its best efforts to enable the Supplier to benefi such tax savings to the maximum allowable extent.

2.36.4 **All payments due under the contract shall be paid after deduction of st levies (at source) (like IT, etc.) wherever applicable.**

2.36.5 **Customs Duty** – If the supply is from abroad this Institute is permitted to impor per notification No.51/96 – Customs and pay a concessional duty up to 5% as pe n 24/2002 – Customs on all imports.

2.37 Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warr , the operation or use of the goods proves to be unsatisfactory, the Purchaser sha right to continue to operate or use such goods until rectifications of defects, erro ons by repair or by partial or complete replacement is made without interfering w chaser's operation.

2.38 Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs. T al voltage and frequency conditions available at site as under:

(a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)(b) Fre Hz.

2.39 Site preparation and installation

2.39.1 The Purchaser is solely responsible for the construction of the equipment sites i ce with the technical and environmental specifications defined by the Supplier. T er will designate the installation sites before the scheduled installation date to all plier to perform a site inspection to verify the appropriateness of the sites before tion of the Equipment, if required. The supplier shall inform the purchaser about t paration, if any, needed for installation, of the goods at the purchaser's site imm er notification of award/contract. Unless otherwise specified anywhere else in this

cument, the Supplier has to complete the Installation/Commissioning within one (
from the date of arrival of the equipment in the Institute.

2.40 Import and Export Licenses

2.40.1 If the ordered materials are covered under restricted category of EXIM policy in
endor / Agent may intimate such information for obtaining necessary, license in In

2.40.2 If the ordered equipment is subject to Vendor procuring an export license from
ated government agency / country from where the goods are shipped / sold, the v
to mention the name, address of the government agency / authority. The vendor
mention the time period within which the license will be granted in normal c

2.41 Risk Purchase Clause

2.41.1 If the supplier fails to deliver the goods within the maximum delivery period spe
e contract or Purchase Order, the purchaser may procure, upon such terms and in
nner as it deems appropriate, Goods or Services similar to those undelivered and
er shall be liable to the purchaser for any excess costs incurred for such similar g
vices.

2.42 Option Clause

2.42.1 The Purchaser reserves the right to increase or decrease the quantity of the req
s up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the exte
ery date of the contract), by giving reasonable notice even though the quantity o
ally has been supplied in full before the last date of the delivery period (or the ex
very period)

2.43 Order Acceptance

2.44.1 The successful bidder should submit Order acceptance within 14 days from the
ue of order, failing which it shall be presumed that the vendor is not interested an
ecurity is liable to be forfeited pursuant to clause 1.15.9 of ITB.

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3. **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 / Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences t 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 be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Bu the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole 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 / bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Sing Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension p already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with 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 be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement p Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any viola sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Ente 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 experienc
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 specifi Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Ran Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional te conditions/or any other document. If buyer needs more items along with the main item, the same must be ad bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category 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 raise their representation against the same by using the Representation window provided in the bid details field in S dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allo bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; tl Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Coc 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 no the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The 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. an statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall c breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the con applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Lev 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 conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the cond 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 भा 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 में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध व 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 bidde 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 (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 terminatior further legal action in accordance with the laws.

---धन्यवाद/Thank You---