

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-10-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-10-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम / Office Name	Jaduguda
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : hodpurchase.ucil@uraniumcorp.in Buyer Email id: anjana.mahanty@uraniumcorp.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Entry and Mid Level Desktop Computer (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Certificate (R Annual Turnover *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility must be uploaded for evaluation by the buyer
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 the tender/bid process will also be displayed to others 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	2

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
विगत प्रदर्शन / Past Performance	30 %
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	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
Payment Timelines	Payments shall be made to the Seller within 10 day receipt-cum-acceptance certificate (CRAC) and on-l (This is in supersession of 10 days time as provided GTC)
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

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be at least one TReDS exchange in which the buyer is registered.

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 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 is 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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Product to State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied during each of the Financial year. In case of bunch bids, the category of primary product having highest value should be considered.
6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the Financial year ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant to be submitted along with the bid. In case the date of constitution / incorporation of the OEM is after the date of bid opening, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account.
7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the Service provider / manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in the form of audited balance sheet of the bidder or its OEM should be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference. In case of services, the bidder's eligibility is automatically given if the bidder or its OEM (MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference as per relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for complete details regarding application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved in the evaluation of documents submitted.
8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar products to Central / State Govt Organization / PSU for 30% 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.

PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product value should meet this criterion.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

GST PERCENTAGE AND HSN CODE FORMAT - [1789107893.xlsx](#)

Entry And Mid Level Desktop Computer (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
PROCESSOR	Description of Stores	Desktop Computer with Table Mount Monitor Compatible Chipset as per Processor Make
	Computer Type	Mid Level
	Processor Number	AMD Ryzen 5 5600G, Intel Core i5 12400 Or higher
MOTHERBOARD	Expansion Slots (PCIe x 1)	1, 2 Or higher
	Expansion Slots (PCIe x 4)	0, 1, 2 Or higher
	Expansion Slots (PCIe x 16)	1, 2 Or higher
	Expansion Slots (M Dot 2) for SSD	1, 2 Or higher
	Expansion Slots (M Dot 2) for WiFi	1 Or higher
	Trusted Platform Module	Discrete TPM 2.0
GRAPHICS	Graphics Type	Integrated
	Size of Memory in Case of Dedicated Graphic Card (GB)	0.0 Or higher
OPERATING SYSTEM	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Home
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16, 32 Or higher
	Memory Expandable Up To (in GB)	64, 128 Or higher
	Total Numbers of DIMM Slots Available	2, 4 Or higher
	Number of DIMM Slots Populated with Memory Card/Module	1
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
BAYS AVAILABILITY	Number of Internal Bays Available, Size 2 Point 5 Inch	0, 1, 2 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Req Values)
	Number of Internal Bay Populated, Size 2 Point 5 Inch	0
	Number of Internal Bays Available, Size 3 Point 5 inch	2 Or higher
	Number of Internal Bay Populated, Size 3 Point 5 inch	0
CABINET	Cabinet Form Factor	Tower (More than 13 to 26 Liters)
	Bays for Optical Drive	1 Or higher
	Optical Drive	No Optical Drive
	Audio Interface Type	Universal 3.5 mm Audio Jack (Support for Au Audio-in, Audio-out
PORTS	Number of USB Type A Port (Version 2 Point 0)	2, 3, 4 Or higher
	Number of USB Type A Port (Version 3 point 2 Gen 1)	6 Or higher
	Number of USB Ports Type C	0, 1, 2 Or higher
	Number of VGA Ports	0, 1 Or higher
	Number of HDMI Ports	1 Or higher
	Number of DP Ports	1 Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)
	Panel Type	In Plane Switching (IPS)
	Display Technology	LED Backlit LCD (Liquid Crystal Display)
	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")
	Maximum Resolution (Pixels)	1920 x 1080 (Full HD)
	Monitor Port	HDMI, VGA, Display Port
	Integrated Webcam with Mic	No
	Speaker	Yes
INPUT DEVICES	Mouse Connectivity	USB Wired, Wireless Or higher
	Keyboard Connectivity	USB Wired, Wireless Or higher
	Type of Keyboard	Standard
WARRANTY	On Site OEM Warranty (in Year)	3, 4, 5 Or higher

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी
1	Sunfriday Kharlyngdoh	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist : East Singhbhum, Jharkhand-832107 Ph no : 8986614690	1	60

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

1.

1	Category Specification / MeitY Model Technical Specification / ATC Restrictions	The category has been created in accordance with the Model Te issued by the Ministry of Electronics and Information Technology W-43/4/2020-IPHW dated 19.08.2024 and is based on the paran Buyers shall not prescribe, through Buyer Added ATCs, any tech value, particular processor, processor brand, processor manufac requirement which restricts or overrides the Category Specific GeM General Terms and Conditions (GTC) shall apply according Each supplied Device shall bear a unique device serial number (identifier traceable to the OEM. The Buyer/Consignee shall be al authenticity of the supplied product including the configuration website.
2	Product Verification	Buyers shall not prescribe a requirement for embossing, engrav the OEM name/logo on the motherboard or any internal compor There shall be no mandatory requirement that the OEM of the o Microsoft Device Partner or hold any specific Microsoft authoris Operating System other than Microsoft Windows is offered, no s authorisation from the concerned Operating System publisher/p mandated.
3	Requirement of OEM Logo	Where Microsoft Windows is supplied, it shall be a genuine, lega activated copy of the Windows edition/version declared in the c shall be obtained through a licensing or distribution mechanism Where any other Operating System is supplied, it shall comply v licensing terms and conditions of the concerned Operating Syst wherever licensing is applicable.
4	Operating System - OEM/Publisher Status	Where Microsoft Windows is supplied pre-installed, the Buyer/C verify that the supplied Windows Operating System is genuine a through the OEM, i.e. Microsoft. A valid digital licence or any ot permitted by Microsoft for the supplied device shall be acceptat Operating System is supplied, similar verification of licence auth activation status shall be required only where the concerned Op publisher/provider provides a device-level or equivalent verifica no such verification mechanism is provided, this requirement sh
5	Operating System - Licensing	The requirements relating specifically to Microsoft Windows lice verification shall apply where Microsoft Windows forms part of t configuration. Where an Operating System other than Microsoft applicable licensing requirements of the concerned Operating S shall be complied with, and verification of licence authenticity a required only where such verification is supported by the conce publisher/provider.
6	Operating System - Verification	Hardware compatibility certificate prescribed by a particular Op publisher/provider may be requested by buyers.
7	Operating System - Applicability	
8	Operating System-specific Certification / Compatibility	

9	USB Port Declaration / Higher Interface Standard	Each physical USB port shall be declared only once under the highest generation supported by that port. The same physical port shall not be counted across multiple generations/types merely because of backward compatibility. A compatible higher-generation version of a prescribed USB/interface shall be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.
10	Warranty	The warranty applicable to the supplied Device shall be as specified in the resultant contract and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facilities, and the certificate/tag provided by the OEM. Installation requirements, wherever applicable, shall be specified under the Installation, Commissioning and Testing (ICT) clause. As stipulated in the bid, the Seller shall be responsible for installation of the system and for demonstrating its satisfactory functioning to the Buyer's authorised representative.
11	Scope of Installation	In the case of Direct Purchase and L1 Purchase, installation of the Device by the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and accessories, and not include installation of separately procurable software such as antivirus, productivity software, etc., unless such software forms part of the Device through an appropriate GeM category.
12	Buyer/Consignee Obligations for Installation	Where installation is included in the resultant contract, the Buyer shall provide reasonable access to the installation location and make available site infrastructure, including power supply, networking and other facilities. All requirements not forming part of the Seller's contractual scope. All site passes, where required, shall be facilitated by the Buyer/Consignee. Before acceptance and generation of CRAC, the Buyer/Consignee shall ensure that the supplied device conforms to the contractual configuration, quantity and warranty requirements and is free from damage or defects. The supplied product shall be new, unused and in original packaging. The Buyer/Consignee may verify the packaging, supplied accessories, installed operating system where applicable, unique device serial number, and contractual configuration and applicable warranty.
13	Acceptance of Supplies	
14	HDD/SSD Storage Retention	Where required on account of information-security or data-retention, the Buyer may prescribe an appropriate contractual condition under the resultant contract (in addition to the standard procurement via bids) regarding retention of storage media such as HDD/SSD in the supplied device.
15	Availability of Monitor	Supply of the monitor shall be governed by the applicable Category requirement specified in the resultant contract to "Availability of monitor". Any specifications or requirements for 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 of the Device specified in the resultant contract and shall be supported/authorised by the OEM. The Seller shall not make any alteration or substitution of components which result in the configuration deviating from the contracted configuration or affects OEM warranty/support. The Device shall 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.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity ordered after the last date of original delivery order and in cases where option clause is exercised during the extended delivery period shall commence from the last date of extended delivery period. The additional delivery time shall be (Increase in Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional delivery time shall be 30 days.

days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Certificates**

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

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be conflict, the bids shall be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise influence over the other party in making financial and / or operating decision.

2) Bidders shall submit their offer strictly as per specification and scope given in the bid. Conditional offer will be liable to be rejected.

3) Material is required to be supplied on FOR-destination duly unloaded & insured basis.

4) Deviation of Order quantity: Up to 10% variations in the execution of purchase order of the total order value is allowed without issue of amendment / revision in the purchase order.

5) Bidder shall submit GST percentage and HSN Code as per format given only in the Bid and upload the duly filled same under "financial document required option". Bidder shall not upload this format in the technical bid document.

6) Similar Category of item: Computer, Laptop.

7) **DISPUTE RESOLUTION MECHANISM AND JURISDICTION:**

CONCILIATION :Notwithstanding anything contained in this contract, any disputes or differences shall be settled amicably between the parties with their authorized representatives, shall be resolved through

MEDIATION :Any disputes or differences, which are not settled amicably through conciliation, the parties may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as per the provisions of the Act, 2023 amended from time to time.

AMRCD: Any disputes or differences between the parties are not settled amicably with conciliation, such disputes or differences shall be resolved through Administrative Mechanism for Resolution of Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of companies Act, 2013 between Central Public Sector Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Govt. Organization(s) shall be taken by either party for its resolution through AMRCD.

ARBITRATION :Any disputes or differences where clause no. iii is not applicable, the parties may refer the disputes to arbitration. The provisions of Arbitration & Conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 Lakhs. This amount is with reference to the **value of the dispute** and not the **value of the contract** value. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

JURISDICTION : If the matter is not resolved through above means, the dispute shall be resolved by the competent court of law at the place of the seller's office only.

5. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

6. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agencies may be nominated for conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)

Not Required

Post Receipt Inspection at consignee site before acceptance of stores:

carried out by concerned user at our store/site and it will be final and binding for supplier.

7. Generic

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

8. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the Buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the Buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable to the Buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract at all times.

9. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available under the Contract, the Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to deliver otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to deliver rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice.

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ bids are with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with EMD 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, is permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then the matter shall be redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specific Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional to any other document. If buyer needs more items along with the main item, the same must be added through the main item or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must be added to the ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this representation against the same by using the Representation window provided in the bid details field in Seller dashboard. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to the representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Act, 1947; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948; The Industrial Disputes Act, 1947; The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and other requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute breach of contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable laws.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement to the Service, as the case may be, as provided in the Marketplace.

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

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

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 :
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 है
को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने :
कानूनी कार्यवाई का आधार होगा ||In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to unde
declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---