

**बिड दस्तावेज़ / Bid Document**

| <b>बिड विवरण/Bid Details</b>   |   |
|--|---|
| <b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>  | 17-06-2026 18:00:00   |
| <b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>   | 17-06-2026 18:30:00   |
| <b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>   | 120 (Days)  |
| <b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>   | Uttar Pradesh   |
| <b>विभाग का नाम/Department Name</b>  | Energy Department Uttar Pradesh   |
| <b>संगठन का नाम/Organisation Name</b>  | Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (uprvunl) Lucknow  |
| <b>कार्यालय का नाम/Office Name</b>   | Lucknow   |
| <b>कुल मात्रा/Total Quantity</b>   | 96  |
| <b>वस्तु श्रेणी /Item Category</b>   | All in One PC (V2) (Q2) , Line Interactive UPS with AVR (V2) (Q2)   |
| <b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>  | 24 Lakh (s)   |
| <b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>  | 3 Year (s)  |
| <b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>  | No  |
| <b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>   | No  |
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>  | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>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?</b> | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)  |

| बिड विवरण/Bid Details  |  |
|--|--|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>   | 3  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>   | 3  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>   | 3  |
| विगत प्रदर्शन / <b>Past Performance</b>  | 50 %   |
| बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>   | No   |
| बिड का प्रकार/ <b>Type of Bid</b>  | Two Packet Bid   |
| प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>  | All in One PC (V2)   |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b> | No   |
| अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>  | 4772064  |
| <b>Payment Timelines</b>   | Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| <b>मूल्यांकन पद्धति/Evaluation Method</b>  | Total value wise evaluation  |
| वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>   | Yes  |
| मध्यस्थता खंड/ <b>Arbitration Clause</b>   | No   |
| सुलह खंड/ <b>Mediation Clause</b>  | No   |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 95500               |

#### ईपीबीजी विवरण /ePBG Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
|-----------------------------|---------------------|

|  |      |
|--|------|
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 39   |

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

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

**लाभार्थी /Beneficiary :**

UPRVUNL

Lucknow, Energy Department Uttar Pradesh, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited (UPRVUNL)  
Lucknow,  
(Uprvunl)

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

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|   |    |
|---|----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | No |
|---|----|

**एमआईआई खरीद वरीयता/MII Purchase Preference**

|  |    |
|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--|----|

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above 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 indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity

supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### All In One PC (V2) ( 48 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

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

| विवरण/Specification | विशिष्टि का नाम /Specification Name                            | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)  |
|---------------------|--|--|
| Description         | <b>Description of store</b>                                    | All in One Personal Computers consist of a Mouse, Keyboard, Display with Web camera, inbuilt/integrated microphone array and speakers, an internal CPU with connection cables and power adapter with 1 year standard warranty  |
|                     | <b>Processor Number</b>  | Intel Core i5-13500, Intel Core i5-14500, Intel Core i9-12900, Intel Core i7-13700, Intel Core i7-14700, Intel Core i9-13900T, Intel Core i9-13900, Intel Core Ultra 5-235, Intel Core Ultra 7-265, Intel Core i5 14600T, Intel Core Ultra 5 235T, Intel Core Ultra 5 245, Intel Core Ultra 5 245T, Intel Core Ultra 9 285 Or higher |
| Input Devices       | <b>Mouse Connectivity</b>                                      | Wired, Wireless Or higher  |
|                     | <b>Keyboard Connectivity</b>                                   | Wired, Wireless Or higher  |
| Operating System    | <b>Operating System (Factory Preloaded with Certification)</b> | Windows 11 Professional  |
| Memory              | <b>Type of RAM</b>   | DDR5 Or higher   |
|                     | <b>RAM Size (GB)</b>   | 16   |
| Storage             | <b>Type of Storage Installed with the System</b>               | NVMe SSD   |
|                     | <b>Storage Capacity (in GB)</b>                                | 1024   |
| Display             | <b>Display Size - Diagonal (in Inches)</b>                     | 58.1 - 63 (22.87" - 24.8")   |
| Ports               | <b>Number of Ports</b>   | 1-DP, 1-HDMI, 1- RJ-45 (10/100/1000 Ethernet Port), 1-USB 3.1 Gen 1 TYPE C, 1-USB 3.1 Gen 2 TYPE A, 2-USB 3.1 Gen 1 TYPE A, 2-USB 3.1 Gen 2 TYPE A, Universal Audio Jack   |
| Generic             | <b>Stand</b>   | Height Adjustable  |

#### Additional Specification Parameters - All In One PC (V2) ( 48 pieces )

| Specification Parameter Name | Bid Requirement (Allowed Values)   |
|------------------------------|--|
| Additional Software          | Bidder has to quote price with Microsoft 365 Business Standard with 2 year's subscription bundled with AIO. Bidder Should also ensure Windows Security/Defender or compatible antivirus with advanced threat protection should be preinstalled with Operating System.  |
| Technical Specifications     | Bidder has to quote price with 1-Chipset Series-Intel Q Series, Intel Z Series Or higher 2-Chipset Number-Intel Q 370, Intel Q470, Intel Q570, Intel Q670 Or higher 3-Processor Make-Intel 4-Processor Generation-12.0 Or higher 5-Number of Cores per Processor-6, 8, 10, 12, 16, 14, 24, 22 Or higher 6-Processor Description-Intel Core i5, Intel Core i7, Intel Core i9 Or higher 7-RAM Size (GB)-16, 32, 64 Or higher 8-On Site OEM Warranty (Year) -3, 5 Or higher |

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

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                      | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|----------------------------------|------------------|------------------------------|
| 1             | Shatendra Kumar   | 226001,Shakti Bhawan Headquarter | 48               | 30                           |

**Line Interactive UPS With AVR (V2) ( 48 pieces )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

| विवरण/Specification | विशिष्टि का नाम /Specification Name                                     | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)  |
|---------------------|---|--|
| GENERIC             | <b>UPS Rating (in KVA)</b>  | 1.0, 1.5, 2.0, 3 Or higher   |
|                     | <b>Inverter Technology</b>  | MOSFET-PWM   |
|                     | <b>Inverter Efficiency (in %)</b>                                       | 70% or better Or higher  |
|                     | <b>Minimum Guaranteed Battery Backup Time (in Minutes) at Full Load</b> | 15, 30, 60, 90, 120, 180, 240 Or higher  |
| Battery/Backup Bank | Battery Location  | Inside the Enclosure of UPS  |
| FEATURES            | Rated Output (in volt) with Total Harmonic Distortion (in %)            | Single Phase Quasi Sinewave 230 V AC 50 Hz with Total Harmonic Distortion as <=40%, Single Phase Sinewave 230v AC 50Hz with Total Harmonic Distortion as <3% Or higher |

**Additional Specification Parameters - Line Interactive UPS With AVR (V2) ( 48 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values)   |
|------------------------------|--|
| Technical Specifications     | Bidder has to quote price with 1-Warranty for Line Interactive UPS-3 Years, 4 Years, 5 Years Or higher 2-Warranty for the battery from the date of delivery- 2 Years Or higher 3-Rated Output (Volt) with Total Harmonic Distortion (%) -Single Phase Quasi Sinewave 230 V AC 50 Hz with Total Harmonic Distortion as <=40%, Single Phase Sinewave 230v AC 50Hz with Total Harmonic Distortion as <3% Or higher 4-Variation in AVR output in AC mode (AVR Voltage regulation)-230 Volts +/-15% |

\* 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.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                         | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|-------------------------------------|------------------|---------------------------------|
| 1                 | Shatendra Kumar   | 226001,Shakti Bhawan<br>Headquarter | 48               | 30                              |

**Special terms and conditions-Version:6 effective from 15-04-2026 for category All in One PC (V2)**

1.

| <b>For Buyers:</b> |                      |  |
|--------------------|----------------------|--|
| 1.                 | Product Verification | A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website. |
|                    |                      |  |

2. Operating System

- a. There is no requirement that the OEM of the All in One PC should be a device partner of Microsoft or hold a valid authorisation from Microsoft
- b. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.
- c. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.
- d. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.
- e. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.
- f. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.
- g. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the All in One PC OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.
- h. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.
- i. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system

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|    |                         |  |
| 3. | Requirement of OEM logo | Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids. |

|    |   |   |
|----|---|---|
| 4. | Warranty  | <p>a. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate.</p> <p>b. The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</p> |
| 5. | OM related to MII, Local content and MeitY advice on Model technical specifications | Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.   |
|    |   | <p>Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and</p>   |

|                     |   |   |
|---------------------|---|---|
| 6.                  | Check points during Acceptance of Supplies        | <p>accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ol style="list-style-type: none"> <li>i. Packing should be checked properly</li> <li>ii. A warranty certificate from the OEM should be insisted upon and checked.</li> <li>iii. Instruction manuals and the OS installed should be checked.</li> <li>iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems.</li> <li>v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.</li> </ol> |
| 7.                  | HDD/SSD Storage Retention                         | Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the All in One PC under ATC clause.   |
| <b>For Sellers:</b> |   |   |
| 1.                  | OEM Website Link/Part No for product verification | The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.  |

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|----|--|---|
| 2. | Changing or altering the configuration           | Seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.  |
| 3. | Warranty   | The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.  |
| 4. | Compliance of extended producer's responsibility | With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time. |
| 5. | Mandatory / Statutory requirements as applicable | OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.   |
| 6. | Operating System                                 | It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.   |

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

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

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The bidders are advised to go through the Buyer Added Bid Specific ATC document carefully. In case of any discrepancy Buyer Added Bid Specific ATC document shall prevail.

**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 Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**