

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-10-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-10-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department Of Commerce
संगठन का नाम/Organisation Name	Directorate General Of Commercial Intelligence And Statistics (dgcis)
कार्यालय का नाम/Office Name	Kolkata
कुल मात्रा/Total Quantity	108
वस्तु श्रेणी /Item Category	High End Desktop Computer (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	49 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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	80 %
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

#### 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).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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 :

DG  
Directorate General of Commercial Intelligence and Statistics (DGCI&S), Department of Commerce, Ministry of Commerce and Industry 565, Anandpur, Ward No. 108, Plot No. 22, Kolkata 700107,  
(Dg-directorate General Of Commercial Intelligence And Statistics)

#### विभाजन/Splitting

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.

6. 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.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, 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 indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM 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.

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. 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.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

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

## High End Desktop Computer ( 108 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PROCESSOR	Description of Stores	Desktop Computer with Table Mount Monitor System with Compatible Chipset as per Processor make with Minimum 6 USB Port
	Base Processor Number	NA for Higher Processor Or higher
	Higher Processor Number	AMD Ryzen 7 PRO 5750G, AMD Ryzen 7 8700GE, AMD Ryzen 7 PRO 8700GE, AMD Ryzen 7 8700G, AMD Ryzen 7 PRO 8700G, AMD Ryzen 9 PRO 7945, AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D, Intel Core i7- 13700, Intel Core i7- 13700K, Intel Core i7- 14700, Intel Core i7- 14700K, Intel Core i9- 12900, Intel Core i9- 12900K, Intel Core i9- 13900, Intel Core i9- 13900K, Intel Core i9- 14900, Intel Core i9- 14900K Or higher
MOTHERBOARD	Trusted Platform Module	Discrete TPM 2.0
OPERATING SYSTEM	Factory Pre-loaded Operating System	Window 11 Professional
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be Installed in the System)	32, 64 Or higher
STORAGE	Primary Storage Capacity (in GB)	1024, 2048 Or higher
	Availability of Secondary Storage	NVME - SSD Or higher
	Secondary Storage Capacity (in GB)	512.0 Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)
	Panel Type	In Plane Switching (IPS)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
WARRANTY	On Site OEM Warranty (In year)	3, 4, 5 Or higher

**उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	60 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amit Kumar	700107,565,Anandapur, Sector-I, Plot No 22, ECADP	108	60

**Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Specifications of Desktop PCs <a href="#">View</a>	Specifications of Desktop PCs	High End Desktop Computer(108)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

**Special terms and conditions-Version:7 effective from 28-07-2025 for category High End Desktop Computer**

1.

<p><b>For Buyers:</b></p> <p>The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter no. W-43/4/2020-IPHW dated 19th August 2024, and is based on the parameters defined therein. The specifications applicable to this category are as per the MeitY Model Technical Specification dated 19th August 2024. Accordingly, buyers shall not specify or mandate any particular processor, processor brand, or manufacturer in the Additional Terms and Conditions (ATC). In this context, reference may also be made to Clause 2(e) of the GeM General Terms and Conditions (GTC), which inter alia states: "The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification." In view of the above, buyers are not permitted to amend or modify any technical specification through the Additional Terms and Conditions, and must ensure full compliance with the predefined category specifications</p>
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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	<ol style="list-style-type: none"> <li>1. There is no requirement that the OEM of the Desktop system should be a device partner of Microsoft or hold a valid authorisation from Microsoft.</li> <li>2. 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.</li> <li>3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.</li> <li>4. 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.</li> <li>5. 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.</li> <li>6. 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.</li> <li>7. 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 Computer 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.</li> <li>8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.</li> <li>9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supplied hardware is compatible with Windows operating system</li> </ol>
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	Processors	<ol style="list-style-type: none"> <li>1. Intel and AMD Processors are added as per Model Technical Specification of Desktop Computer issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024</li> <li>2. To ensure wider participation from prospective bidders, as far possible, buyers are advised to select processors from both "AMD" and "Intel" under " Higher Processor Number" parameter.</li> <li>3. If the buyer is procuring a higher processor other than MeitY specified base processors, then "NA for Higher Processor" must be selected under the "Base Processor Number" parameter.</li> </ol>
5	Scope of Installation	Installation requirements shall be indicated in the bid by the buyer under the Installation, Commissioning and Testing in Bid (ICT) clause. In case installation is specified in the bid, it shall be the responsibility of the seller to ensure that all systems are installed and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in case of Direct and L1 Purchase, installation of the computer system by the seller/OEM is mandatory. Installation does not include the supply of antivirus, MS Office, etc., which are to be separately procured by the buyer only.

6	Buyer/Consignee Obligations relating to installation	It is necessary that the buyer/consignee provide the seller or authorized representative access to locations, areas, or rooms for the installation of equipment. The seller or authorized representative will install systems and connect them to existing power lines/networking at no additional charge. The buyer/consignee will be responsible for electrical wiring, networking, or any other work connected to the installation area. The seller shall be only responsible for ensuring the setup of the desktop systems, configuring, etc., as well as loading software etc. (to be provided by the buyer/consignee). Any other site preparation required before installation and connection of the desktop shall be the responsibility of the buyer/consignee. The buyer/consignee, if required, will provide space at the installation site for the safe storage of tools, test equipment, and other materials used for installation at no charge. In case there is a requirement of obtaining an entry pass for allowing representatives to the premises, the same shall be arranged by the consignee. Similarly, if there is a requirement of a gate pass for bringing items required for installation, the same is to be arranged by the consignee. In scenarios where multiple location installations are required, the buyer must indicate complete installation addresses in the bid document. In the case of other modes of purchase, as soon as the order is placed, complete details regarding installation may be informed to the seller. This ensures smooth coordination and delivery of products to the respective locations.
7	Warranty	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 centre to verify the certificate.
8	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OM's pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
9	Check points during Acceptance of Supplies	<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 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> <ul 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> </ul>
10	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 desktop computer under ATC clause.
11	Higher Configuration	The buyer may permit products delivered with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)



For Seller:		
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.
2	Changing or altering the configuration	The 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 centre.
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	<ol style="list-style-type: none"> <li>1. It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.</li> <li>2. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems</li> </ol>
7	Scope of Installation	It shall be the responsibility of the seller to ensure that all systems are installed, and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in the case of Direct and L1 Purchase, installation of Computer System by the seller/OEM is mandatory.
8	Category Specification	<ol style="list-style-type: none"> <li>1. The seller may list products with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)</li> <li>2. The supply of the monitor shall be in accordance with the parameter 'Availability of Monitor'. The details mentioned under 'Description of Store' regarding the monitor are applicable only if the monitor is being Supplied.</li> </ol>

## 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. Service & Support

**Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of

documentary evidence of having Functional Service Centre.

3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Directorate General of Commercial Intelligence and Statistics  
565, Anandapur  
Ward No. 108 Sector- 1 , Plot No. 22  
ECADP, Kolkata,  
West Bengal 700107  
.

4. **Turnover**

**Bidder Turn Over Criteria:** 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 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.

5. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

7. **Generic**

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

8. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. **Generic**

**Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

10. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

11. **Generic**

IT equipment shall be IPv6 ready from day one.

12. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

13. **Generic**

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

14. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

15. **Generic**

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

16. **Generic**

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

17. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, 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 or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any 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 on the Seller.

18. **Scope of Supply**

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

## 19. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, 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 indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

## 20. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

## 21. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

## 22. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## 23. **Service & Support**

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

**24. Service & Support**

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

**25. Certificates**

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

**26. Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

**27. Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**28. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**29. Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**30. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**GENERAL TERMS AND CONDITIONS:**

–

**All conditions mentioned below are to be treated as necessary conditions for qualification of respective bids. Failure to provide necessary supporting documents will lead to disqualification of respective bid. No exception will be given to any of the bidders from such conditions.**

1. The Specification separately uploaded shall always supersede the specifications that may be visible on the GeM bid/Tender.

2. **No Refurbishing:** Only new components are allowed. No refurbished or old components are allowed. OEM Declaration for no refurbished component will be used in the Desktop PCs supplied must be submitted.

3. **Verification of local content:** Declaration to be submitted by the bidder at the time of tender submission indicating the **percentage of local content** and **self-certification** that the item offered meets the local content requirement for '**Class-I local supplier**' / '**Class-II local supplier**', as the case may be. **The bidder also must submit the details of all the location(s) at which the local value addition is made.**

4. **Experience Criteria:**

- a. The Bidder as well as the OEM should be a Registered Partnership Firm/LLP/Company/Public Sector undertaking / Govt. Company with operations in India for 3 years or more. - (Certificate of Incorporation / Registration Certificate to be submitted)
- b. The bidder or its OEM (themselves or through re-seller(s)) should have supplied same product for **80%** of bid quantity, i.e. **86 PCs**, in at least one of the last three financial years before the bid opening date. i.e., **2022-23, 2023-24, 2024-25**, to one or more Central / State Govt. Organization / PSUs cumulatively. Copies of relevant **contracts and tax receipts** (proving supply of cumulative order quantity in any one financial year, i.e., **completion certificate**) to be submitted along with bid in support of quantity supplied in the relevant financial year.

That is, the total PCs delivered to all Central / State Govt. Organization / PSUs should be **86** or more in at least **one** of the last three financial years.

5. **Warranty and Maintenance:** Comprehensive Warranty should be 3 years Onsite warranty or above. An onsite warranty certificate from OEM should be provided in favor of the same at the time of supply of Desktop PCs. The OEM / bidder must have a service center in **West Bengal, India** for better after sales service. A list of OEM's Service Centers in West Bengal is to be submitted. An escalation matrix should be provided for grievance escalation channel.

6. **Turnover:** Bidder must submit documents showing annual turnover as specified in GeM RFP document for **both bidder and OEM. Submit documentary evidence** for both separately (same only in case bidder and OEM are the same entity).

7. **PAN:** The bidder must submit the copy of their PAN card.

8. **GST Registration Certificate:** The bidder must submit the copy of their GST registration certificate along with acknowledgement of submitted GST for the last quarter of financial year 2025-26.

9.

**Income Tax Return:** The bidder should submit copy of acknowledgement of income tax return of the **last 3 financial years**, i.e., **2022-23, 2023-24 and 2024-25**.

**10. Non-blacklisting:** Declaration to be submitted by the bidder on regarding non-blacklisting / non-suspension from GeM / Central Government / State Government / Agency of Central/State Government of India or any other country in the world / Public Sector Undertaking / any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities for the duration of **last three years** starting from **01<sup>st</sup> April 2022 till the date of submission** of the bid.

11. **MAF:** Bidder must submit valid Bid specific OEM authorization certificate (MAF) along with OEM signatory name, sign, stamp, contact number, email address, on OEM Letter Head **duly signed after the bid opening date**.

**12. OEM Address of Manufacturing Facility:** OEM should have its own manufacturing facility & should enclose **address of manufacturing plant** as a proof of OEM along with **Factory license of OEM**.

**13. Technical Specifications Compliance:** A technical specifications compliance sheet for requested specifications in BOQ should be submitted on OEM letter head duly signed by authorized signatory.

**14. Genuine Softwares:** Bidder should submit valid OEM Declaration for **genuine** Windows operating systems **Windows 11 Professional** from OEM factory preloaded with Computers. OEM declaration should also be submitted for **MS OFFICE** or any other preloaded softwares should be submitted.

**15. End of life Warranty Certificate:** The OEM Declaration w.r.t. End of Life warranty for Desktop PCs for better warranty service should be provided with the bid.

**16. Malicious Code Certificate:** OEM must provide a certificate stating the absence of any malicious code in OEM letter with bid number, date, signature and seal.

### **Financial Bid:**

1. The successful bidder has to submit a Performance Guarantee of 3% of the total contract value (Total Value of Desktop Computers).

### **Delivery:**

1. Bidder has to ensure the delivery & installation of all the items within 60 working days after receipt of the purchase order.
2. In case of delay in delivery beyond the period mentioned, a penalty of 1 % for each week of the total cost of undelivered quantities for first two weeks.



weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5% be levied.

3. The bidder must submit during delivery the copies of **detailed manual s/brochures with each item/equipment.**
4. The list of **all licenses** of all software supplied with the PCs should be provided by the bidder during time of supply.

#### **Payment:**

1. Payment for delivery of Desktop Computers will be released within 60 days only after satisfactory delivery and installation.

#### **After Sales Service and Support:**

- a. Contact details (name, address, mail id & mobile no.) of service executive's details to be furnished on OEM letter head. An escalation matrix for the same should also be provided at the time of bid in case the issue requires further escalation in the futures.
- b. The OEM / bidder must have active onsite service support and required to furnish contact details (name, address, mail id & mobile no.) of service executives, details to be furnished on bidder letter head.

#### **16. Regarding financial bid:**

- a. During submission of financial bid, the bidder must specify the prices of Desktop Computers.
- b. The bid price must be inclusive of all components, GST, Packing, Freight, Unloading, Installation etc. No any additional cost will be borne by DGCI&S in any condition, whatsoever.

**17. Relaxations related to MSME and Start-ups will be considered by DGCI&S, provided relevant valid certificates of MSME and / or Start-up is submitted by the bidder.**

**18. DGCI&S, Kolkata, reserves the right to cancel the bid at any time without assigning any reasons thereof (without prior notification).**

**19. The successful bidder has to submit a Performance Guarantee of 3% of the total contract value (value of Desktop Computers).**

## **ADDITIONAL CONDITIONS / REQUIREMENTS**

1. Furnishing fake information on all or any requisite documents may lead to rejection of the bid and blacklisting.
2. During warranty period, any emergency call must be attended by the bidder / OEM within 24 hours.
3. In case of any dispute in the supply order, the decision of the Head of Department, Directorate General of Commercial Intelligence and Statistics, shall be final and binding on the firm.

### **31. Rate Contract**

Performance Security: Against all Purchase Orders placed by any buyer against the Rate Contract Catalogue, the seller would be required to furnish a performance security of 3 % of total contract value of the relevant Purchase Order as per GeM GTC.

### **32. Rate Contract**

Tax and Duties Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of Basic Rate quoted in the Bid.

### **33. Rate Contract**

**Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

### **34. Rate Contract**

**Packing Material** The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

### **35. Rate Contract**

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

### **36. Rate Contract**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### **37. Rate Contract**

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

**38. Rate Contract**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**39. Rate Contract**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, 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 indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

**40. Rate Contract**

Bidder Turn Over Criteria: 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 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.

**41. Rate Contract**

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

**42. Rate Contract**

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

**43. Rate Contract**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**44. Rate Contract**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

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

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**