

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	20-02-2026 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	20-02-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Maharashtra
विभाग का नाम / Department Name	Skill Development And Entrepreneurship Department Maharashtra
संगठन का नाम / Organisation Name	Director Of Vocational Education And Training
कार्यालय का नाम / Office Name	Dvet Head Office
कुल मात्रा / Total Quantity	44
वस्तु श्रेणी / Item Category	Entry and Mid Level Laptop - Notebook (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	75 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	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), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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	2
विगत प्रदर्शन /Past Performance	50 %
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	3 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	95000

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).	42

(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 :

Director

DVET Head Office, Skill Development and Entrepreneurship Department Maharashtra, Director of Vocational Education and Training, Mumbai

(Director Of Vocational Education And Training, Mumbai)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per Govt. of Maharashtra Govt. Resolution, Industry, Energy and Labour Department dated 01/12/2016 and 07/03/2024.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. 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.
5. 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.
6. 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.

7. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. 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 quantity as defined/ decided in relevant policy.

8. 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-02-2026 11:00:00	Venue: - Directorate of Vocational Education and Training Fourth Floor, 3, Mahapalika Marg, Mumbai- 400 001

Entry And Mid Level Laptop - Notebook (44 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	Laptop Type	Mid Level
	Processor Number	AMD Ryzen 5 5625U, Intel Core i5 - 1245U Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16.0 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.09 (14 In to 14.99 In)
	Display Resolution (Pixels)	FHD- 1920x1080 Or higher
	Minimum Resolution of Webcam	HD-720p
Storage	Capacity of Storage Drive (in GB)	512, 1024, 2048 Or higher

Additional Specification Parameters - Entry And Mid Level Laptop - Notebook (44 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Processor:	Intel i5, Minimum 4 core or higher, 12 MB Cache or higher 13th or higher Generation and to be Certified by OEM
Network Interface:	Integrated 10/100/1000 GB Ethernet and Bluetooth 4.0 or above & integrated Wi-Fi 802.11 b/g/n or higher
Speaker & microphone and Battery:	Inbuilt speakers and integrated digital microphone Battery: Minimum 40W/hr
Certification compliance and warranty:	Certification compliance: Microsoft Windows 11, BIS, RoHS, ISO 9001 warranty: 3 Years comprehensive on site OEM warranty
Antivirus:	Minimum 3-year subscription of Antivirus with protection for Ransomware, Browsing, Phishing along with OEM undertaking

* 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 o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sunil Bhimrao Ghongade	444001,RATANLAL PLOT	3	30
2	Jayshree Vinod Nimbarte	441904,Varthi road, Bhandara 441904	3	30
3	Mahendra Shivadassing Rajput	425201,JAMNER ROAD, NEAR SAIBABA MANDIR	1	30
4	Khemlal Gangaramji Chandekar	441122,P-9, MIDC AREA,BUTIBORI	1	30
5	Kalpna Sanjay Khobragade	442401,CIVIL LINES, NEAR OLD WARORA NAKA	3	30
6	Manojkumar Shivram Chakor	424005,Old Agra road,Deopur	2	30
7	Ravindra Laxman Ghatol	422403,AT POST IGATPURI 43A TALEGAON INDUSTRIAL ESTATE	1	30
8	Ajay Kashinath Wagh	413201,KARMALA ROAD	1	30
9	Rajaram Shankar Jopale	424306,Navapur road	1	30
10	Rajaram Shankar Jopale	424306,Principal, Govt. ITI Sukapur, At post. Sukapur, Taluka. Sakri, Dist. Dhule, Pin-424306	1	30
11	Usha Ramniwas Tripathii	445001,Godhani Road Yavatmal 445001	1	30
12	Rajesh Govardhanji Chulet	444905,Morshi Road 444905	1	30

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
13	Milind Bhimrao Kulkarni	431809,Basar Road , Dharmabad 431809	1	30
14	Navnit Vasantao Chavan	425109,Shetaki Sangh Godawoon Mhasawad Road, At Post Erandol 425109	1	30
15	Devidas Mohan Rathod	431209,Rajegaon Road , Ghansavangi 431209	1	30
16	Archana Rajendra Chawale	441110,Wanadongari Hingna Road, 441110	1	30
17	Rohan Prakash Chumble	401603,Jawhar	1	30
18	Satish Sukalal Bhamare	422305,At Kolhopur Phata, Post - Manur, Kalwan 422305	3	30
19	Anand Daulatrao Walke	444902,Dastekadi Road, Mozari 444902	1	30
20	Pramod Sahebrao Patil	422001,Nananshi 422001	1	30
21	Gajendra Dattatraya Pandhare	431605,ITI Road, Nanded 431605	1	30
22	Parmeshwar Bhagwan Khokale	431501,MIDC Area, Near Rohina , Jalna Watur Road, Partur 431501	1	30
23	Subhash Kondaji Jadhav	423107,C/o. Dr. K. Y. Gadekar Highschool, Chitali Road, Rahata 423107	1	30
24	Gunanand Mahadeo Wasnik	441106,At Wahitola, Post Khairi Bijewada Ramtek 441106	2	30
25	Santosh Pralhadrao Bhagat	444108,Principal, Government Industrial Training Institute, Telhara MIDC Area (THAR), District-Akola, Pin code-444108	1	30
26	Shantaram Chena Rathod	422212,Principal, Government Industrial Training Institute, Trimbakeshwar Dist Nashik Matale Lawns, Brahmigiri Garden, ring road, Trimbakeshwar District-Nashik, Pin Code-422212	1	30
27	Dnyaneshwar Pandhari Pawar	445206,Baldi Road, Near GSG College, Umarkhed 445206	1	30
28	Digambar Madhukarrao Pund	441203,Gotekhani, SEO Road, Umred 441203	1	30
29	Yogesh Krishnaji Kulkarni	423401,At Babhulgoan, Post - Bhatgoan 423401	3	30

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
30	Aniruddha Bhagwant Jawarkar	421401,Principal, ITI, Kudavali MIDC, Murbad 421401	1	30
31	Rajratna Baburao Wankhede	442905,Rajura Dist Chandrapur 442905	1	30
32	Anil Uttamrao Sonsali	422610,Keli Kotul Dist Ahmadnagar 422610	1	30

Special terms and conditions-Version:5 effective from 28-07-2025 for category Entry and Mid Level Laptop - Notebook

1.

For Buyers	
	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
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.

Operating System	<ol style="list-style-type: none"> 1. There is no requirement that the OEM of the Laptop should be a device partner of Microsoft or hold a valid authorisation from Microsoft 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. 3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids. 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. 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. 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. 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 Laptop 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. 8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. 9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system
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 Laptop-Notebook under ATC clause.
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.
Processors	Intel and AMD Processors are added as per Model Technical Specification of Laptop - Notebook issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024
Warranty	<ol style="list-style-type: none"> 1. 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. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site 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.
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.

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"> i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. 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. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.
Battery Backup	Buyer may check/validate battery backup time with appropriate benchmark.
For Sellers	
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.
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.
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.
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.
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.
Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery

time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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.

3. 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.

4. Scope of Supply

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

5. 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.

6. Service & Support

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

7. Service & Support

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

8. Inspection

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

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

selected in ATC):

Committee nominated by buyer at Bidder location

Post Receipt Inspection at consignee site before acceptance of stores:
Physical verification of supplied items at Consignee location

9. **Warranty**

Warranty period of the supplied products shall be 3 years 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.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director of Vocational Education and Training, Mumbai
payable at
Mumbai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director of Vocational Education and Training, Mumbai
payable at
Mumbai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Operating System should be Pre-Installed OEM Certified Genuine Microsoft Windows 11 Professional (64 bit) or higher. And Recovery partition.**

I. Bidder should submit Manufacturer Authorization Form (MAF) from Original Equipment Manufacturer (OEM) on OEM Letter head and back-to-back Warranty undertaking on OEM letterhead.

II. Bidder should submit malicious code certificate duly signed by OEM.

III. Bidder should submit service center list along with Bid documents

2. The product offered must meet the specifications as specified in the Bid Documents. Bidder can apply for the Bid, if the product offered has better and higher specifications than the specified specification in the Bid, but the right to accept or reject the said better and higher specifications will remain entirely with the Buyer. All other parameters must generally conform to the stated standards (IS or equivalent international standards). Images / Diagram and Reference Brands are only indicative of the product required. Any item not forming part of the specification but is required for installation of the item, the same shall be supplied free of cost by the manufacturer.

3. 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.

4. **Sample Clause:** DVET may ask for a sample of specific product offered to Successful bidder (After Issuing Acceptance of Tender); which shall be submitted within 7 days on such request; and carry out inspection and tests by DVET experts or from any Government approved labs. All costs related to inspection and tests in Government approved labs shall be borne by the bidder. If any destructive test is carried out, the sample will not be returned to the bidder.
5. Cost of Pre-Dispatch Inspection (If applicable) should be borne by the supplier.
6. Pre-dispatch Inspection will be carried out in the premises of the Vendor / Manufacturer by a team of officers nominated by DVET or any third party agency nominated by DVET.
7. **QR Code** - QR Code must be generated by the supplier. The PDI team will affix the QR code to the equipment/machines after successful PDI. The QR code must contain the following information's:

- Item Name
- Description of item
- Make and Model No
- Serial No.
- Name of supplier
- Purchase Order No. & Date
- Unit Cost
- PDI team members with mobile nos.
- Date of PDI
- Name of Institute/Office
- Warranty Period
- Service Support No.

8. The Buyer reserves the right to issue Repeat Orders per Clause 3.3.2 of Maharashtra Government Resolution dated 1.12.2016
9. Terms and conditions mentioned in Maharashtra Government Resolution (GR) for Purchase by Industry, Power and Labour department dated 01.12.2016, 24.08.2017, 08.12.2017, 07.03.2024 and any purchase related GR published from time to time by Government of Maharashtra shall be applicable.

GR dated 01.12.2016:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201612021708269510.pdf>

GR date 24.08.2017:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201708241235162110.pdf>

GR date 08.12.2017:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/201712081710303810.pdf>

GR date 07.03.2024:

<https://gr.maharashtra.gov.in/Site/Upload/Government%20Resolutions/Marathi/202403131154305010.pdf>

10. Purchase Preference
 - 10.1. MII Purchase Preference
 - 10.1.1. The minimum local content to qualify for bid shall have a class II local supplier i.e. less than 50% to 20% local content Items.
 - 10.1.2. 50% of Order quantity shall be awarded to L1 and remaining to class I local supplier i.e. equal or more than 50 % local content Items subjected to supplier quoted price failing within the Margin of purchase preference L1+20% and matching price to L1.
 - 10.2. MSE Purchase Preference: 75% of Order quantity shall be awarded to L1 and remaining to MSE OEM subjected to supplier quoted price failing within the Margin of purchase preference L1+15% and matching price to L1. Margin of purchase preference - L1+15%
 - 10.3. Start Up Preference: 90% of Order quantity shall be awarded to L1 and remaining to Start Up OEM subjected to supplier quoted price failing within the Margin of purchase preference and matc

hing price to L1. Margin of purchase preference - L1+15%

11. **Liquidated Damages:** If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Buyer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5% of the delivery price** of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of **5% of stipulated price** of the stores. The date on which the acceptable goods have been offered for inspection to the inspecting agency shall be deemed as date of delivery provided that the stores have been offered for inspection within the delivery period. Goods Dispatch letter will be issued to the selected Bidder after PDI. The supply period will be mentioned in the said Dispatch Letter for dispatching the goods at consignee's location. Late supply of goods at consignee location after the specified period will incur **an additional 0.5% late fee per week**. If the goods not supplied in reasonable time, the Buyer may in its sole discretion without assigning any reason may refuse to extend the delivery time or may consider for termination of the Contract without issuing notice to vendor.
12. **Risk Purchase:** The contractor fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
13. **Fall Clause:** It is a condition of the contract that all through the currency thereof, the price at which Successful bidder will supply stores should not exceed the lowest price charged by Successful bidder to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices Successful bidder shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies. If it is observed that such event happens, the difference between lowest price charged by Successful bidder to any other customer and price charged by Successful bidder to DVET is deducted and in **addition to this 5 % penalty** on purchased order is deducted.
14. **Force Majeure Clause:** "If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the Buyer shall be at liberty take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Buyer may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the Buyer elect to retain.
15. The procuring entity will reject a proposal for award if it determines that the Bidder/Service Provider (Consulting and Non-consulting) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or obstructive practices in competing for the contract in question. The procuring entity will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, contractors or consultants engaged in corrupt, fraudulent collusive, coercive or obstructive practices during the procurement or execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the buyer. The procuring entity will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged, in corrupt, fraudulent, collusive, coercive, or obstructive practices. Bidders, suppliers, contractors and consultants to permit the procuring entity to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the procuring entity.
16. As far as possible, disputes may be resolved with mutual agreement between the procuring entity and bidders, suppliers, contractors and consultants through alternate dispute resolution mechanisms to avoid going through arbitration and litigation stages. All the contracts will be governed by the laws of India.

ia. The courts of the place, from where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract will be deemed to have been made at the place from where the acceptance of the tender has been issued. In the event of any question, dispute or difference arising under the contract conditions or any special conditions of contract, or in connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same will be referred to the sole arbitration of an officer, from the government department other than the department which decided the contract, having sufficient knowledge of law, appointed to be the arbitrator by the Buyer. The decision of the arbitrator shall be final and binding on both the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it will be lawful for the Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. It is further a term of the contract that no person other than the person appointed by the Buyer as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Arbitrator may, from time to time, with the consent of all parties to the contract enlarge the time for making the award. In pursuance of a reference, the assessment of the costs incidental to the reference and award respectively will be at the discretion of the arbitrator. Subject to as aforesaid, the Arbitration and Conciliation [Amendment] Act, 2015 amended up to date and the rules there under and any statutory modification thereof for the time being in force will be deemed to apply to the Arbitration proceedings under this clause. The arbitrator will be requested to give a reasoned award. The venue of arbitration will be the place from which formal Acceptance of Tender is issued or such other place as the Buyer at his discretion may determine.

17. **Payment:** 90% payment within 2 weeks against Satisfactory delivery as per technical specifications at consignee's place and 10 % Payment within 30 days against satisfactory installation, commissioning, testing, training & working trial of equipment at consignee's place. In case of delay payment, interest will not be paid.
18. The specimen for submission of security deposit to the Directorate shall be issued along with the supply order after generating the contract on the GeM portal. You are requested to enter into an agreement for the performance of contract as per format provided with Acceptance of Tender. The same should be signed and submitted to DVET in original within 15 days after issuing Acceptance of Tender.
19. **Delivery:** Delivery must be made to the consignees on Door Delivery basis including unloading at consignee's place. Date of delivery is the date on which acceptable goods have been offered for inspection to the inspecting agency. If the inspection team reached at factory premises for PDI and found the goods are not in ready condition, then the PDI offer letter submitted by the successful bidder is not considered as a date of delivery and the penalty clause shall be applicable as per the Liquidity Damage **clause**. In the event of your inability to supply goods by the stipulated date, DVET must be informed and no supply will be accepted by the consignee if delivered late except on the production of a specific sanction from DVET.
20. After delivery, Installation and testing, the vendor will have to register the product with the respective OEM and confirm genuineness of the product and warranty.
21. Technical catalogue/literature, drawing with dimensions and photograph of the equipment is to be submitted along with bid.
22. Authorized representative of the Manufacturer/OEM must be present during the pre-dispatch inspection of the goods and should provide certificate of Manufacturer/OEM's letterhead regarding the genuineness, quality and compliance of the goods as per specifications laid down in the purchase order.
23. The Goods are to be offered in factory premises and all expenditure shall be borne by the vendor. Inspection charges, including the expenses for the experts, will be payable by the supplier.
24. **Submission of Bills:** Bills for the stores to be supplied in compliance of this contract must be prepared **in triplicate** and sent to the Consignee for payment. No interest shall be paid to the successful bidder if any delay in payment due to any reason.
25. The decision of the Purchasing Officer shall be final as regards the acceptability of stores supplied by the Contractor and Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for rejection of the stores in the said tender.
26. Intimation of Status: This office must be kept informed of the progress of the delivery of materials, etc. and intimation should be sent upon final completion of the contract.
27. All terms and conditions mentioned in the tender document will be applicable.
28. Bidder will be disqualified during the technical scrutiny without giving any reason; If it is found that the price of Machinery/Equipment is mentioned along with any document before the opening of the commercial rate, in the said tender.
29. The materials, equipment mentioned in the tender should not be given as old (Refurnished) under any circumstances. A completely new supply of machinery should be provided. If the machinery and equipment is found to be old, the supply order will be cancelled without any valid reason and security deposit will be deposited. In such cases, the bidder may be black listed for participating in any further bid of

DVET.

30. Supply order will be issued to the tenderer after completion of all tender process. It will be mandatory for the tenderer to submit all the original documents submitted in the tender form for qualification to the Directorate. The Director, DVET, Mumbai shall have full authority to cancel the said supply order if objectionable material is found in the said original document.
31. Buyer added Bid Specific Terms and Conditions:
 - 31.1. Additional Specifications - The desired product specifications are detailed in the **Buyer uploaded ATC Document**. These specifications take precedence over any specifications mentioned in the product selected on the Government e-Marketplace (GeM). Sellers are required to submit Technical Specification Compliance and No Deviation Statement as per Annexure 5.
 - 31.2. Format of Annexures
 - 31.2.1. Annexure 1: Proforma of Manufacturers' Authorization Certificate
 - 31.2.2. Annexure 2: Proforma for Annual Turnover Certificate for last three preceding financial years
 - 31.2.3. Annexure 3: Proforma of Manufacturing Facilities
 - 31.2.4. Annexure 4: Past Performance from Supplier
 - 31.2.5. Annexure 5: Technical Specifications Compliance and No Deviation Statement
 - 31.2.6. Annexure 6: Format of Declaration
 - 31.2.7. Annexure 7: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD, dated 23.07.2020 and Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Department of Expenditure, Public Procurement Division
 - 31.2.8. Annexure 8: Declaration of Local Content as per Preference to MII Order 2017
 - 31.2.9. Annexure 9: Proforma of Bidder's Request for Clarification

USE OF CONTRACT DOCUMENTS AND INFORMATION

- i. The Vendor shall treat as confidential all data and information about the Tendering authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
- ii. The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- iii. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.
- iv. The Vendor must act in good faith and at all times extend its fullest cooperation to the Tendering Authority, its employees and agents during the performance of the Services.
- v. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of Tendering Authority.
- vi. The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Directorate without prior approval of the Tendering Authority.
- vii. The Vendor shall not divulge to any person not authorized by the Directorate and shall not use for its own purposes, any information concerning the Tendering Authority, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Directorate to the Vendor.
- viii. The Vendor shall have no authority to commit the Tendering Authority to any additional costs, fees or expenses in connection with the Project.
- ix. The vendor shall report immediately to the Tendering Authority any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.
- x. All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Tendering Authority.

authority and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Tendering Authority or disposed of as Tendering Authority may direct.

xi. The Vendor shall at all-time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Tendering Authority

xii. The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made.

13. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

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 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.

[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---