

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम/Department Name	Department Of Food And Public Distribution
संगठन का नाम/Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम/Office Name	Regional Office, Bangalore, Karnataka
कुल मात्रा/Total Quantity	133
वस्तु श्रेणी /Item Category	Entry and Mid Level Desktop Computer (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	36 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	288 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 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	No
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),Additional Doc 4 (Requested in ATC) *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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	70 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
अनुमानित बिड मूल्य /Estimated Bid Value	7300000
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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	146000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required

No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

GENERAL MANAGER

Regional Office, Bangalore, Karnataka, Department of Food and Public Distribution, Food Corporation of India (FCI), Ministry of Consumer Affairs Food and Public Distribution
(B O Maheshwarappa)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers 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
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. 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.
4. 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.
5. 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.
6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Entry And Mid Level Desktop Computer (133 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
	Computer Type	Mid Level
	Processor Number	AMD Ryzen 5 5600G, Intel Core i5 12400 Or higher
OPERATING SYSTEM	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16, 32 Or higher
STORAGE	Type of Storage Installed with the System	NVMe-SSD
	SSD - Storage Capacity (in GB)	512, 1024, 2048 Or higher
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
WARRANTY	On Site OEM Warranty (in Year)	3, 4, 5 Or higher

Additional Specification Parameters - Entry And Mid Level Desktop Computer (133 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Microsoft Office - 2021 or above licensed version - life time free	Microsoft Office - 2021 or above licensed version - life time free
WiFi Availability	WiFi connection should be available.

* 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	B V Yadhukulesha	560016,FCI Divisional Office, Dooravaninagar, K.R. Puram, Bangalore.	25	15
2	Veeresh Pathri	583104,FCI, FSD, Allipura Village, Bellary-583104	9	15
3	Manohar C	577204,FCI, FSD, Gadikoppa, Alkola Shivamogga-577204	4	15
4	P Sathyanarayana	573201,Industrial Area, H.N.Pura Road, Hassan 573201	4	15
5	Koppala Nageswara Rao	563120,FSD KGF, FOOD CORPORATION OF INDIA, PEDDAPALLI, ROBERTSONPET, KOLAR-563120	4	15
6	Ramesh	583231,KINNAL ROAD, J H PATEL NAGAR KOPPAL-583231.	7	15
7	Harilal A R	571602,FSD K.R.Nagar, Mysore-571602	3	15
8	Ramakrishnan A C	571234,FSD Kushalnagar, Kudge Road, Industrial Area, Kushalnagar-571234	2	15
9	G Venkatachalam	571428,FSD Maddur, Chamanahalli village, Shivapura .R.S.(P.O), Maddur, Mandya-571429	3	15

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
10	R S Srihari	570015,FSD Mysore, Bannimantap Extension, Mysore-570016	3	15
11	Sreemon G	571301,FSD Nanjangud, I.B Road, Nanjangud-Mysore-571301	3	15
12	Muruganandam Muniyan	584101,Ashapur Road, Raichur, 584101	7	15
13	Manohar C	560099,FSD Tumkur, Anchenahalli, Kestur Cross Road, Bommasandra, Tumkur-572128	3	15
14	Nishanth V N	576102,FCI FSD Udupi, Perampalli village, near Manipal, Udupi, Pin-576102	4	15
15	S M Karthik	560041,FOOD CORPORATION OF INDIA, REGIONAL OFFICE, NO.10, EAST END MAIN ROAD, JAYANAGAR 4TH T BLOCK, BENGALURU 560041	8	15
16	P Rajarathanam	570016,FCI District Office,B M Shree Nagar, Bannimantap Extension,Metgalli Post Office, Mysore.pin-570016	9	15
17	KRISHNAMOORTHY M	584101,FCI Divisional Office, Ashapur Road, Raichur	14	15
18	B V Yadhukulesha	577201,FCI Divisional Office, Saraf Complex, Sir M Visveswararaaih Road, Shimoga	21	15

Special terms and conditions-Version:6 effective from 28-07-2025 for category Entry and Mid Level Desktop Computer

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

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"> 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. 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 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. 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 supplied hardware is compatible with Windows operating system
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	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
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 OMs 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> <ol 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.
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"> 1. It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems. 2. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems
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"> 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) 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.

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. **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.

3. **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.

4. **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 2 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.

5. **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

6. **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.

7. **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.

8. **Generic**

IT equipment shall be IPv6 ready from day one.

9. **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.

10. **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.

11. **Buyer Added Bid Specific ATC**

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

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS:

I. GENERAL

- 1) In the case of Partnership/company, only the experience of the Firm/company will be reckoned and for this purpose, the experience of the Individual Partners/directors will not be counted.
- 2) Digitally signed bill needs to be submitted by uploading in Bill Tracking Software (BTS) for which necessary User ID and password will be provided by FCI.
- 3) Bid-specific OEM Authorization Certificate should be submitted.
- 4) Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate (Specific to the bid) with OEM (Original Equipment Manufacturer) details such as name, designation, address, e-mail Id and Phone No. is required to be furnished along with the bid. Bidder will be rejected if the bid specific OEM (Original Equipment Manufacturer) authorization letter is not submitted (mere dealership certificate will not be accepted).
- 5) The Brand offered must be in the market / trading since past 12 years. Relevant undertaking from the OEM should be provided.

II. PRODUCT REQUIREMENTS

- 1) The specifications given in the tender are the minimum requirement. Bidders are required to respond to tender specifications point by point based on which the offers would be evaluated. Bids not meeting the tender specification will be considered incomplete and shall be rejected.
- 2) At the time of delivery, in case the quoted model becomes obsolete, then the bidder shall offer the latest model having the same configuration or higher within the quoted price and under the same terms & conditions.
- 3) **The rate per unit (inclusive of GST) of the quoted Computer should not exceed the rate mentioned in the Desktop policy of the Food Corporation of India which is Rs.55,000/- per unit (inclusive of GST).**
- 4) Contract prices are all-inclusive i.e., including all taxes, duties, local levies, transportation, installation, commissioning, loading-unloading charges etc. Break up of GST (Goods and Service Tax) shall be indicated by the seller while raising invoices/bills. Hence no over and above the contract prices shall be allowed to the seller.
- 5) WiFi connection should be available.

III. GENUINITY OF PRODUCT

- 1) Motherboard, Keyboard, and Mouse should be of the same make of OEM (Original Equipment Manufacturer). No co-branding is allowed. The OEM (Original Equipment Manufacturer) logo should be embossed (Not Stickers) on the Computer, Keyboard, and Mouse.
- 2) No Pirated OS or **Trial Version of** Operating System and applications are allowed.
- 3) The bidder should provide an undertaking of the authenticity of IT hardware /software that they are not refurbished /duplicate/second-hand components of parts/assembly/software, failing which, their offer shall be rejected.

IV. DELIVERY AND INSTALLATION

1) The computers are to be supplied at the consignee office addresses **(as per Schedule I) within the stipulated delivery time.**

V. EARNEST MONEY DEPOSIT / SECURITY DEPOSIT

1) Bidder shall submit EMD/Bid Security of 2% of the estimated bid value in the form of online payment / RTGS. Online Payment shall be in the beneficiary's name of:

FCI REGIONAL OFFICE BANGALORE

Account No.

31125601921

IFSC Code

SBIN0012705

Bank Name

STATE BANK OF INDIA

Branch address

SBI SUBRAMANYAN ARCADE

Proof of payment may be attached.

2) EMD (Earnest Money Deposit) Shall be returned to unsuccessful bidders 30 days after opening the Financial Bid and EMD (Earnest Money Deposit) of the successful Bidder shall be returned after the submission of the Security Deposit. EMD (Earnest Money Deposit) of the successful bidder can be adjusted in the Security Deposit.

3) The successful bidder has to deposit a Security Deposit of 5% of the awarded value within 15 days from the award of the order in the GeM portal, into the following FCI account by RTGS/NEFT:

FCI REGIONAL OFFICE BANGALORE

Account No.

31125601921

IFSC Code

SBIN0012705

Bank Name

STATE BANK OF INDIA

Branch address

4) Security Deposit (SD) shall be returned without any interest after 60 days of successful completion of the warranty period. Any recovery/ penalty shall be liable to be deducted from Security Deposit (SD).

VI. PAST PERFORMANCE

The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% of bid quantity, in at least one of the last two financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. 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.

VII. LIST OF DOCUMENTS TO BE UPLOADED

1.	<p>Copy of incorporation/registration document.</p> <p>a) In case of company - Certificate of Incorporation/MOA</p> <p>b) In case of Partnership firm - Copy of registered partnership deed or registration certificate.</p> <p>c) In case of proprietorship - PAN or GST registration certificate</p>
2.	<p>Copy of Power of Attorney, if applicable.</p> <p>a) In case of company - Copy of board Resolution/ power of attorney duly signed by all the directors</p> <p>b) In case of Partnership firm - Copy of power of attorney duly signed by all the partners.</p> <p>c) In case of proprietorship - Copy of power of attorney if the tender document signed by other than proprietor</p>
3.	Copy of the GST Registration certificate.
4.	Copy of PAN Card.
5.	The Brand offered must be in the market / trading since past 12 years. Relevant undertaking from the OEM should be provided in the OEM letter head.
6.	Bid-specific OEM Authorization Certificate should be submitted.

7.	Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate (Specific to the bid) with OEM (Original Equipment Manufacturer) details such as name, designation, address, e-mail Id and Phone No. is required to be furnished along with the bid. Bidder will be rejected if the bid specific OEM (Original Equipment Manufacturer) authorization letter is not submitted (mere dealership certificate will not be accepted).
8.	Copy of Income tax return for the Preceding 2 financial years (FY 2023-24, 2024-25).
9.	Copy of the Audited Financial Statement of the Bidder duly certified/signed by Chartered Accountant with U DIN for the preceding 2 financial years (FY 2023-24, 2024-25)
10.	Copy of MSME registration Certificate as per classification year 2024-25 , if applicable.
11.	The Bidder or its OEM {themselves or through reseller(s)} should have supplied same or similar Category Products for 70% 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 / Public Listed Company. 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.
12.	Proof of Head Office or Branch Office of the bidder at Bengaluru with basic infrastructure should be submitted. OEM (Original Equipment Manufacturer) should have a registered functional service centre in the state of Karnataka and the list of service centres should be uploaded in OEM letter head.
13.	Escalation Matrix for Service Support.
14.	Dedicated /Toll Free Telephone No. for Service Support.
15.	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 Financial years as indicated above in the bid document 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 financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
16.	MSE Purchase preference if applicable.
17.	Make in India Supporting document.

18.	Scanned copy/proof of the online payment transfer with respect to EMD (Earnest Money Deposit)
19.	Annexure - Tender Submission Undertaking signed by authorised person.
20.	Documentary evidence in support of minimum average annual financial turnover 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.
21.	Any other documents as applicable as per terms and conditions.
N O T E	All annexures should be duly filled-in, signed by authorised person only and authorisation should be supported by power of attorney or board resolution as applicable

In case of any dispute, the decision of General Manager (Region), FCI, RO, Bengaluru final and binding on the bidder.

VIII. ANNEXURE:

TENDER SUBMISSION UNDERTAKING

Tender Submission Undertaking has to be also submitted by the Tenderer in the following format:

Date:

To,

General Manger (R)

Food Corporation of India

Regional Office, Bengaluru

Bengaluru-560041

Sub: Acceptance of Terms & Conditions of Tender.

GeM Bid No:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender' from the website (s) namely: <https://fci.gov.in> and **GeM Portal** as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents and I/we shall abide hereby by the terms /conditions/clauses contained therein.
3. I/We hereby certify that I will deliver the quoted **Computer within stipulated delivery time**.

4. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.
 5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.
 6. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
 7. I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/Company has no relationship with the employees of Food Corporation of India. (In case of any relationship with any employee of Food Corporation of India, the name, designation and place of posting of the employee to be mentioned (if applicable)
.....)
 8. I/We hereby certify that _____ (firm name) is neither blacklisted by any Central/State Government/Public Undertaking/Institute/any other entity nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India. I/We also certify that the above information is true and correct in any and every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm may be blacklisted.
9. I hereby undertake that Motherboard, Keyboard, and Mouse are of the same make of OEM (Original Equipment Manufacturer). I hereby undertake that there is no co-branding. The OEM (Original Equipment Manufacturer) logo is embossed (Not Stickers) on the Computer, Keyboard, and Mouse. I hereby undertake that no Pirated OS or Trial Version of Operating System and applications are used. I hereby undertake to provide authentic / genuine IT hardware /software that are not refurbished /duplicate/second-hand components of parts/assembly / trial version / pirated version. I also undertake that in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm may be blacklisted.
10. **Bidder Financial Standing:** I/We undertake that, I/we am/are not under liquidation, court receivership or similar proceedings, and am/are not bankrupt.
- 11. Malicious Code Certificate:**
- 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.
12. I/We am/are duly authorized for the deposition on behalf of the firm.

Yours Faithfully,

(Signed by authorized person only)

SCHEDULE I

OFFICE NAME	TENTATIVE QUANTITY	TENTATIVE QUANTITY	ADDRESS
RO, Bangalore	8	8	FCI Regional Office, Bangalore: No. 10, East End Main Road, 4th T Block, Jayanagar, Bengaluru 560041. Contact : 9677258007
FSD Whitefield,	14	25	FCI, DIVISIONAL OFFICE, KRPG COMPLEX, VIJINAPURA, DOORAVANI NAGAR(P.O), BANGALORE-560016 Contact No: 7995649025
FSD KR Puram	11		
FSD KGF	4	4	The Manager (D), FCI, FSD KGF, FOOD STORAGE DEPOT COROMANDEL, KGF -563118 Contact: 9177028311
Divisional Office, Mysore	9	9	Divisional Manager, Food Corporation of India, Divisional Office, Mysore, BM Shree Nagar, Bannimantap Extension, Metgalli Post, Mysore 570016 Contact:9894229011
FSD Tumkur	3	3	The Manager (D), FCI, FOOD STORAGE DEPOT, ANCHIHALLI, KESTUR CROSS ROAD, BRAMHASANDRA POST, TUMAKURU-572128, ph no- 9738282039
FSD Maddur	3	3	The Manager (D), FCI, FOOD STORAGE DEPOT, CHAMANAHALLI VILLAGE, MADDUR, MANDYA-571429, ph no- 8248270089
FSD Mysore	3	3	The Manager (D), FCI, FOOD STORAGE DEPOT, BM SHREE NAGAR, METAGALLI, MYSURU-570016, ph no- 9008032336
FSD Nanjangud	3	3	The Manager (D), FOOD CORPORATION OF INDIA, I.B Road, Nanjangud, Mysore - 571301, ph no- 7012963609
FSD KR Nagar	3	3	The Manager (D), FCI, NEXT TO INDIAN OIL PETROL PUMP, MYSURU HASSAN ROAD, KRISHNARAJANAGARA Mysuru-571602, Ph no- 8547565332
FSD Kushalnagar	2	2	The Manager (D) FSD Kushalnagar , KIADB Industrial Area, Kudumangalore Kushalnagar, Karnataka. Pincode 571234 Contact No:9686860191
Divisional Office, Raichur	14	14	Food Corporation of India, Divisional Office, Raichur , Ashapur road, Raichur , Pin-584101 Contact 9966166557/9505195605
FSD Raichur	7	7	The Manager (D) Food Corporation of India, FSD Raichur , Depot office, Ashapur road, Raichur, Pin-584101 Contact No:7674828789/8897046776
FSD Koppal	7	7	The Manager(D) Food Corporation of India, FSD Koppal, Kinnal Road, Koppal Pin -583231 Contact No:7989052085/8861658787
FSD Ballari	9	9	The Manager(D) Food Corporation of India, FSD Bellary, Hospet Road, Allipura, Bellary Pin-583104 Contact No:9666142516/9986286590
DO Shimoga	12	21	Divisional Office, Food Corporation Of India Alkola Village, 100 ft Road, Opposite Range Forest Office, Shimoga.577204 Contact No:9480938173
FSD Thavarekoppa	4		
FSD Bhadravathi	4		
FSD Androth	1		

FSD Gadi koppa	4	4	The Manager(D) Alkola Village, 100 ft Road, Opposite Range Forest Office, Shimoga.577204 Contact No:9701709010
FSD Hassan	4	4	The Manager(D)FSD Hassan Industrial Area, H.N.Pura Road, Hassan 573201 Contact No:9176779939
FSD Udupi	4	4	The Manager(D)FSD Udupi, Perampalli village near Manipal , Udupi 576102 Contact No:9446160603
TOTAL	133	133	
FCI 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 as per GeM T&C.			

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---