

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details

बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 17:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health Research
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)
कार्यालय का नाम/Office Name	Icmr National Institute Of Nutrition
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :subbarao.gm@icmr.gov.in Buyer Email id: mamidipaul.rathnam@icmr.gov.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Fixed Computer Workstation (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder's Bank Statement (Last 6 Months),ATC(ATC),OEM Authorization Certificate,OEM Authorization Certificate *In case any bidder is seeking exemption from submitting supporting documents to prove his eligibility for evaluation by the buyer
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 tender/bid process will also be displayed to all bidders participated in bid)

बिड विवरण/Bid Details

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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन / Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in

लाभार्थी /Beneficiary :

Director

ICMR National Institute of Nutrition, Department of Health Research, Indian Council of Medical Research (ICMR), Mini (Director Icmr-nin)

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 : time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation shall upload supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the "Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation shall upload supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload supporting documents for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to 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 supporting documents for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the year indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. If the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of commencement of business shall be considered for Relaxation.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Org or Private Org indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category should meet this criterion.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheet / certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. If the 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 / incorporation of the OEM shall be considered for Relaxation.

8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as (Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concern minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to av upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declar be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or i companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I a 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate 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](#) of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procur and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/se as well as validated and approved by Buyer after evaluation of documents submitted.

9. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs hav credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issue avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on C be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy f offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant document along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preferen case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MS 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller sh contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer th compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and F Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and i submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and fo Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quote impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted pi based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simi at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / P cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in bids, the category related to primary product having highest bid value should meet this criterion.

Fixed Computer Workstation (V2) (1 pieces)

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

Bis Required

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत व
Processor and Platform	Processor Number	AMD Ryzen Threadripper PRO 7' AMD Ryzen Threadripper PRO 7' AMD Ryzen Threadripper PRO 7' AMD Ryzen Threadripper PRO 7' AMD Ryzen Threadripper PRO 7' AMD Ryzen Threadripper PRO 9' Or higher
Graphics	Number of Factory-Fitted Discrete GPUs	1 x Discrete GPU, 2 x Identical L Identical Discrete GPUs Or high

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत म
	GPU Model	NVIDIA RTX A1000 8GB, NVIDIA PRO 2000 Blackwell 16GB, NVIDIA RTX 4000 Ada Generation 20GB 24GB, NVIDIA RTX 4500 Ada Ge Workstation Edition 24GB, NVIDIA 6000 Ada Generation 48GB, NVIDIA 32GB, NVIDIA RTX PRO 5000 Blackwell 72GB, NVIDIA RTX PRO 6000 Blackwell RTX PRO 6000 Blackwell Workst
Memory (RAM)	System Memory (RAM) Type	DDR5 Or higher
	Installed System Memory (RAM) (in GB)	64, 96, 128, 192, 256, 384, 512
Storage	Primary NVMe SSD Capacity (in GB)	1024, 2048, 4096, 8192 Or high
RAID	RAID Controller Type	No RAID Controller
Monitor	Availability of Monitor	Yes
Power Supply & OS	Factory Preloaded Operating System	Windows 11 Professional
Compliance	On Site Warranty (in Year)	3, 5 Or higher

Additional Specification Parameters - Fixed Computer Workstation (V2) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowe
Please review the buyer-added, bid-specific ATC clauses(S.NO.24) and documents for complete specifications. Technical evaluation will be conducted based solely on the technical specifications uploaded in the buyer-added bidspecific ATC(S.NO 24)	Please review the buyer-added, bid-specific ATC clauses(S.NO.24) Technical evaluation will be conducted based solely on the technical bidspecific ATC(S.NO 24)

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity
1	Mamidi Paul Rathnam	500007,Tarnaka	1

Special terms and conditions-Version:3 effective from 10-09-2026 for category Fixed Computer Worksta

1.

- Product Verification Each supplied Device shall bear a unique device serial number or other unique device Buyer/Consignee shall be able to verify the authenticity of the supplied product includ
- Requirement of OEM Logo Buyers shall not prescribe a requirement for embossing, engraving, printing or affixin internal component.

3	Operating System - OEM/Publisher Status	There shall be no mandatory requirement that the OEM of the offered device should be Microsoft authorised. Where an Operating System other than Microsoft Windows is supplied, the licence for the Operating System shall be obtained through a licensing or distribution agreement with the concerned Operating System publisher/provider, wherever licensing is applicable.
4	Operating System - Licensing	Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated Operating System. Where any other Operating System is supplied, it shall comply with the applicable licensing requirements of the concerned Operating System publisher/provider, wherever licensing is applicable.
5	Operating System - Verification	Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licence of the Operating System shall be acceptable. Where any other Operating System is supplied, the licence authenticity and/or activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no such verification mechanism is provided, the licence shall not apply.
6	Operating System - Applicability	The requirements relating specifically to Microsoft Windows licensing, activation and verification shall form part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the licensing requirements of the concerned Operating System publisher/provider shall be applicable. Authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.
7	Operating System-specific Certification / Compatibility	Hardware compatibility certificate prescribed by a particular Operating System publisher/provider shall be submitted.
8	USB Port Declaration	Each physical USB port shall be declared only once under the highest interface capability. A USB port shall not be counted under multiple USB generations/types merely because of being compatible with a higher-generation version of a prescribed USB/interface standard may be declared. The port shall be functional and performance of the prescribed standard and complies with all other applicable standards.
9	Warranty	The warranty applicable to the supplied Device shall be as specified/selected in the purchase order. The applicable warranty shall be verifiable through the OEM website, OEM customer support or other means approved by the OEM.
10	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, that the supplied product conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee shall verify the presence of accessories/documentation, installed operating system where applicable, unique device identification and applicable warranty.
11	Service Escalation Matrix	The Seller shall provide appropriate contact details and an escalation matrix for warranty claims to be submitted at the time of delivery.
12	HDD/SSD Storage Retention	Where required on account of information-security or data-retention considerations, the Seller shall ensure that the supplied device meets the contractual condition under ATCs (in case of procurement via bids) regarding retention of data for the specified period.
13	Configuration Alteration - Seller	The configuration supplied shall conform to the configuration offered in the catalogue. The Seller shall not make any alteration or substitution to the configuration supported/authorised by the OEM. The Seller shall not make any alteration or substitution to the configuration supported/authorised by the OEM. The Seller shall not make any alteration or substitution to the configuration supported/authorised by the OEM. The machine shall be in the factory-approved configuration.
14	Scope of Installation	Installation requirements, wherever applicable, shall be specified by the Buyer in the Testing (ICT) clause. Where installation is stipulated in the bid, the Seller shall be responsible for demonstrating its satisfactory functioning to the Consignee or the Buyer's authorised representative.
15	Buyer/Consignee Obligations for Installation	In the case of Direct Purchase and L1 Purchase, installation of the computer system by the Seller shall be limited to the supplied computer system and shall not include supply of software such as antivirus software, office productivity software, etc., unless such software is specified in the appropriate GeM category. Where installation is included in the resultant contract, the Buyer/Consignee shall provide and make available the necessary site infrastructure, including power supply, network connectivity, etc., forming part of the Seller's contractual scope. Necessary entry/gate passes, where required, shall be provided by the Buyer/Consignee.

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.

4. **Generic**

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

5. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant support of having supplied some quantity during each of the year. In case of bunch bids, the primary product

6. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, All Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished.

7. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computer to the OEM/supplier against warranty replacement.

8. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted rates. The delivery period of quantity shall commence from the last date of original delivery or during the extended delivery period the additional time shall commence from the last date of extended delivery. (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration exercising the option clause. Bidders must comply with these terms.

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.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable as assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Seller's obligation.

10. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot.

11. **Scope of Supply**

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

12. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period. If the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the period of constitution shall be taken into account for this criteria.

13. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Audited certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period.

In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY I value should meet this criterion.

14. Service & Support

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

15. Service & Support

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

16. Service & Support

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

17. Certificates

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

18. Certificates

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

19. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period as indicated in the relevant clause of the bid.

20. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for the products. Service Centres near consignee destinations are to be uploaded along with the bid.

21. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service request, the Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification within the stipulated time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. If the Seller fails to complete service / rectification within the stipulated time limit, the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) of 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done by the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

22. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (but the Demand Draft should be made in favour of the Buyer).

The Director ICMR- National Institute of Nutrition
payable at

State Bank of India, Lalaguda

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure that the DD is received by the Buyer within 15 days of award of contract.

23. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. ICMR-NIN reserves the right to cancel the bid in part or full without assigning any reason and liability on the subject.

2. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) and remedies available to the purchaser/consignee under the contract, damages, calculated individually on each delivery, installation, non-delivery to 0.5% per week of delay or part thereof until actual delivery or performance, the Buyer may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance by the Supplier.

24. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising including the modification of technical specifications and / or terms and conditions governing the bid. All representations shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Sourcing.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension is applicable.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with pre-requisite to qualify bidders).
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry/ Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry/ Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specific Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders, the contract will be awarded by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional technical specifications, if the buyer needs more items along with the main item, the same must be added through bunching category based bid. In a 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 notice, the same may be raised by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. The Seller will 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 guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Code on Social Security, 2020; and the Code on Occupational Safety, Health and Welfare, 2020 as and when notified and brought into force.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the same shall be followed.

the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) s

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. are strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and appropriate action in accordance with the contract and applicable law.

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत सरकार 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 जानने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In the case of 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 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.

---धन्यवाद/Thank You---