

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-08-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-08-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Jammu & Kashmir
विभाग का नाम/Department Name	Housing And Urban Development Department Jammu And Kashmir
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Municipal Committee Awantipora
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :con8.huddjk.jk@gembuyer.in Buyer Email id: con12.huddjk.jk@gembuyer.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Entry and Mid Level Laptop - Notebook (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1 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	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (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?	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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single 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	75000
Payment Timelines	Payments shall be made to the Seller within 20 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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. 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.
2. 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.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Entry And Mid Level Laptop - Notebook (1 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Processor	Laptop Type	Mid Level
	Processor Number	AMD Ryzen 5 5625U, Intel Core i5 - 1245U Or higher
Motherboard	Security	FTPM 2.0, Discrete TPM 2.0 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16.0 Or higher
	Total Numbers of DIMM Slots Available	2 Or higher
	Number of DIMM Slots populated	1
	RAM Expandability up to	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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sumaira Jan	192122,awantipora	1	30

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

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For Buyers	
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	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	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	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 OM's 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	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: 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.

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

1. Generic

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

2. Service & Support

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

3. Service & Support

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

4. Service & Support

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Specifications for Laptop:

Sl. No. Parameter Minimum Technical Specification

- | | | |
|---|---------------------|---|
| 1 | Product Type | Commercial/Business Class Laptop from a reputed OEM (Dell/HP/Lenovo or equivalent). Consumer series laptops shall not be accepted. |
| 2 | Condition | Brand New, Factory Sealed, Latest Production Model, Not End-of-Life (EOL). |
| 3 | Processor | Latest Generation Intel® Core™ Ultra 5 (Series 2) or higher / AMD Ryzen™ AI 5 or higher, minimum 12 cores (or equivalent performance), integrated AI/NPU support preferred. |
| 4 | Memory (RAM) | Minimum 16 GB DDR5 RAM, expandable up to at least 32 GB. |
| 5 | Storage | Minimum 512 GB PCIe Gen4 NVMe SSD with SMART support. |

- 6 **Display** 14-inch (± 0.5 inch) WUXGA (1920 × 1200) or Full HD IPS Anti-Glare Display, minimum 300 nits brightness.
- 7 **Graphics** Integrated Graphics supporting DirectX 12 or higher.
- 8 **Operating System** Genuine Microsoft Windows 11 Pro (64-bit), factory pre-installed and activated with recovery partition.
- 9 **Security** TPM 2.0, Secure Boot, BIOS Password, Storage Password, Fingerprint Reader (preferred), Privacy Shutter, BitLocker support.
- 10 **Wireless Connectivity** Wi-Fi 6E or higher and Bluetooth 5.3 or higher.
- 11 **LAN Connectivity** Integrated Gigabit Ethernet Port (RJ-45) or OEM USB-C to Ethernet Adapter.
- 12 **USB Ports** Minimum 2 × USB Type-A (USB 3.2 Gen 1 or higher).
- 13 **USB Type-C** Minimum 2 × USB Type-C supporting Power Delivery and DisplayPort.
- 14 **Video Port** Minimum 1 × HDMI 2.1 Port.
- 15 **Audio** Universal Audio Combo Jack (3.5 mm).
- 16 **Webcam** Full HD (1080p) Integrated Webcam with Privacy Shutter.
- 17 **Audio System** Dual Digital Microphones, Stereo Speakers with AI Noise Cancellation (preferred).
- 18 **Keyboard** Spill-resistant, Backlit Keyboard with Precision Touchpad.
- 19 **Battery** Minimum 55 Wh Lithium-Ion Battery with minimum 8 hours battery backup under standard office usage.
- 20 **Fast Charging** Should support charging up to at least 50% within 30 minutes.
- 21 **Power Adapter** OEM USB-C Power Adapter, minimum 65 W, BIS Certified.
- 22 **Weight** Maximum 1.50 kg.
- 23 **Chassis** Durable Business-class Chassis, preferably MIL-STD-810H tested.

- 24 **Certifications** BIS, RoHS, Energy Star, EPEAT Gold or higher, FCC/CE (where applicable), TCO Certified preferred.
- 25 **Software** OEM Diagnostics Software, BIOS Update Utility, Device Management Software. No trial or promotional software shall be installed.
- 26 **Accessories** OEM Backpack, Wireless Optical Mouse, USB-C Charger, Power Cord.
- 27 **Warranty** Five (05) Years Comprehensive Onsite OEM Warranty with Next Business Day Support. Battery warranty minimum three (03) years.
- 28 **Service Support** OEM/Authorized Service Centres across India with spare parts availability for at least five years.
- 29 **OEM Authorization** Bidder shall submit OEM Authorization Certificate along with technical datasheet and compliance statement.
- 30 **Environmental Compliance** Operating Temperature: 5°C–35°C; Humidity: 10%–90% (Non-condensing).
- 31 **Acceptance Testing** Boot Test, Windows Activation, SSD Health, Battery Health, TPM Verification, Wi-Fi, Bluetooth, USB Ports, HDMI Port, Webcam, Audio, BIOS Version, and Charging functionality shall be verified during inspection.

The following additional terms and conditions shall form an integral part of the Bid Document in addition to the General Terms and Conditions of the Government e-Marketplace (GeM):

1. **Scope of Supply**
 - The bidder shall supply **One (01) Commercial/Business Class Laptop** strictly conforming to the minimum technical specifications prescribed in the bid document. Consumer/Home series laptops shall not be accepted under any circumstances.
2. **Compliance with Specifications**
 - The bidder shall submit a detailed compliance statement against each technical specification, clearly indicating compliance with documentary evidence.
 - OEM Product Datasheet/Brochure shall be uploaded along with the bid.
 - Any deviation from the prescribed specifications shall render the bid liable for rejection.
3. **Brand and OEM**
 - The offered laptop shall be manufactured by a reputed OEM such as **Dell, HP, Lenovo or equivalent**, having an established service network across India.
 - The product shall be the latest production model and shall not be an End-of-Life (EOL) or End-of-Support (EOS) model.
4. **Condition of Goods**
 - The laptop shall be **brand new, unused, factory sealed**, and free from any manufacturing defects.
 - Refurbished, repaired, demo, open-box, or second-hand equipment shall not be accepted.
5. **Delivery**
 - The successful bidder shall deliver the laptop at the following destination:

Office of the Municipal Committee Awantipora
Awantipora, District Pulwama, Jammu & Kashmir

- Delivery shall be made at the buyer's premises at the bidder's own cost and risk.
5. **Delivery Period**
 - The complete supply shall be made within **15 days** from the date of issuance of the GeM Contract/Purchase Order unless otherwise specified by the purchaser.

6. **Price**
 - The quoted price shall be **firm and fixed** and shall be **inclusive of GST, transportation, insurance, packing, loading, unloading, installation, commissioning, accessories, warranty obligations, and all other incidental charges.**
 - No additional payment shall be admissible on any account.
7. **Accessories**
 - The supply shall include, without additional cost:
 - OEM Backpack
 - OEM Wireless Optical Mouse
 - OEM USB-C Power Adapter
 - Power Cord
 - All manuals, drivers, recovery media (if applicable), and documentation.
8. **Operating System & Software**
 - The laptop shall be supplied with genuine **Microsoft Windows 11 Pro (64-bit)**, factory pre-installed and activated.
 - No trial, demo, evaluation, or promotional software shall be installed.
 - OEM diagnostics, BIOS utility, and device management software shall be pre-installed.
9. **Warranty**
 - The laptop shall carry a **comprehensive onsite OEM warranty for a period of Five (05) Years** from the date of successful installation and acceptance by the purchaser.
 - The battery shall carry a minimum **Three (03) Years OEM Warranty.**
10. **Replacement Clause**
 - In the event of any manufacturing defect, repeated malfunction, or failure of the supplied laptop during the warranty period which cannot be rectified within **07 working days**, the bidder shall provide a **brand new replacement laptop of equal or higher specifications** at no additional cost to Municipal Committee Awantipora.
 - The replaced laptop shall carry the remaining warranty period or a fresh warranty, whichever is more beneficial to the purchaser.
11. **Service Support**
 - The OEM shall have authorized service centres in India with assured spare parts availability for a minimum period of five years.
 - Warranty support shall be provided at the installation site without any additional charges.
12. **Installation & Demonstration**
 - The bidder shall install, configure, and demonstrate the laptop at the buyer's premises without any extra cost.
13. **Inspection and Acceptance**
 - The supplied laptop shall be inspected by the designated committee of Municipal Committee Awantipora.
 - Acceptance shall be subject to verification of:
 - Technical specifications
 - OEM model
 - Windows activation
 - SSD health
 - Battery health
 - TPM functionality
 - BIOS version
 - Wi-Fi and Bluetooth
 - USB ports
 - HDMI port
 - Webcam
 - Audio
 - Charging functionality
 - Serial number verification
 - Warranty registration
14. **OEM Authorization**
 - The bidder shall furnish a valid **Manufacturer's Authorization Certificate (MAF)** issued by the OEM, authorizing participation in the tender and supply of the quoted product.
15. **Quality Assurance**
 - The supplied equipment shall conform to applicable BIS and other prescribed international quality standards and certifications mentioned in the technical specifications.
16. **Payment**
 - Payment shall be released only after:
 - Successful delivery,
 - Installation and commissioning,

- Submission of original invoice,
 - Warranty documents,
 - Acceptance certificate issued by the competent authority of Municipal Committee Awantipora.
17. **Rejection of Goods**
- Municipal Committee Awantipora reserves the right to reject the supplied laptop if:
 - It does not conform to the prescribed specifications.
 - It is found damaged during transit.
 - It is refurbished, used, or tampered with.
 - Required accessories or documentation are missing.
 - Warranty commitments are not fulfilled.
18. **Risk Purchase**
- In case of failure by the successful bidder to supply the laptop within the stipulated period, Municipal Committee Awantipora reserves the right to procure the item from an alternative source at the **risk and cost of the defaulting bidder**, besides taking action as permissible under GeM and applicable rules.
19. **Penalty for Delay**
- Delay in delivery beyond the stipulated period shall attract **Liquidated Damages (LD)** as per the provisions of the GeM General Terms & Conditions and applicable Government procurement rules.
20. **Acceptance of Bid Conditions**
- Submission of the bid shall be deemed as unconditional acceptance of all technical specifications, commercial conditions, warranty obligations, delivery requirements, and other terms and conditions mentioned in the bid document.
21. **Jurisdiction**
- Any dispute arising out of the contract shall be subject to the jurisdiction of the competent courts at **Pulwama, Jammu & Kashmir**, unless otherwise governed by the provisions of the GeM Contract.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---