

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-10-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-10-2026 13:00:00
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 Social Justice And Empowerment
विभाग का नाम/Department Name	Department Of Empowerment Of Persons With Di
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Depwds
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ak.pandey66@nic.in Buyer Email id: kanika.sihmar92@nic.in
कुल मात्रा/Total Quantity	5
वस्तु श्रेणी /Item Category	High End Laptop - Notebook , Tablet Computer wi
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Tablet Computer with IOS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tablet Computer (V2), Entry and Mid Level Deskto Forensic Extraction Software, Uroflowmetry Syste Computer, Wired Headphones, Earphones and Co Computer Table (V3), Mobile Data Terminal (MDT Computer Paper (V3) Conforming to IS 12766 (In
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Tablet Computer (V2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	20 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 technic
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details

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 Turr in ATC),OEM Authorization Certificate,OEM Annua *In case any bidder is seeking exemption from Ex the supporting documents to prove his eligibility uploaded 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 clarification the tender/bid process will also be displayed to all 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	1
विगत प्रदर्शन / Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	High End Laptop - Notebook
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
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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 Or applicable time to 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 "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder is offering products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
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 their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered product, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheet or Profit and Loss statement from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered shall be eligible.

through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during the relevant period. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover for the period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years, the turnover for the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per the Ministry of Public Procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by the Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of local value addition along with their bid, failing which no purchase preference will be given. If the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the Chartered Auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than those mentioned in the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per the MII order dated 04.06.2020 are not eligible to participate. However, Micro and Small Enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2021 [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 and its subsequent Orders/Notifications issued by the Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated by Buyer after evaluation of documents submitted.

9. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having turnover less than Rs 10 Crore 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 Service provider or manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider. Resellers and Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers and Traders who are not manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in the form of Balance Sheet along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference. In case of product bids, evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in the bid, the Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) per cent discount. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar quantity of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Government or PSU of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with the bid. In case of bunch bids, the category related to primary product having highest value should meet this criterion.

High End Laptop - Notebook (4 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 as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
--------------	-----

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
Processor	Base Processor Number	For Higher Processor Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement
	Higher Processor Number	Intel Core Ultra 7 165U, Intel Core i7-12800H, Intel Core i7-12650H, Intel Core Ultra 5 125H, Intel Core Ultra 7 155H, Intel Core Ultra 7 165H, Intel Core i9-12900H, Intel Core Ultra 9 185H, Intel Core i7-13700HX, Intel Core i7-14650HX, Intel Core Ultra 7 255U, Intel Core Ultra 5 226V, Intel Core Ultra 5 238V, Intel Core Ultra 7 266V, Intel Core Ultra 7 268V, Intel Core Ultra X7 368H, Intel Core Ultra 7 366H, Intel Core Ultra 7 356H, Intel Core7 360, Intel Core Ultra 7 365 Or higher
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional
Memory	RAM Size (GB)	16, 32 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.07 (14 In to 14.99 In)
Storage	Capacity of Storage Drive (in GB)	1024, 2048, 4096 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	डि
1	Kanika Sihmar	110003, ROOM NO. 508 B-I WING, PANDIT DEENDAYAL ANTYODAYA BHAWAN CGO COMPLEX LODHI ROAD	4	30

Tablet Computer With IOS (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 Content as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डि
---------------	---	-------------	------------------	----

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डि
1	Kanika Sihmar	110003, ROOM NO. 508 B-I WING, PANDIT DEENDAYAL ANTYODAYA BHAWAN CGO COMPLEX LODHI ROAD	1	15

Special terms and conditions-Version:6 effective from 09-09-2026 for category High End Laptop - Noteb

1.

1. Category Specification / MeitY Model Technical Specification / ATC Restrictions
The category has been created in accordance with the Model Technical Ministry of Electronics and Information Technology (MeitY) vide letter N 19.08.2024 and is based on the parameters defined therein. Buyers shall not add Buyer Added ATCs, any technical parameter, allowed value, particular processor manufacturer or other requirement which restricts or overrides the Model Technical Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply.
2. Product Verification
Each supplied Device shall bear a unique device serial number or other identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the product including the configuration through the OEM website.
3. Requirement of OEM Logo
Buyers shall not prescribe a requirement for embossing, engraving, printing or any other name/logo on the motherboard or any internal component.
4. Operating System - OEM/Publisher Status
There shall be no mandatory requirement that the OEM of the offered device shall be a Device Partner or hold any specific Microsoft authorisation. Where an OEM Microsoft Windows is offered, no specific partner status or authorisation shall be required. Operating System publisher/provider shall be mandated.
5. Operating System - Licensing
Where Microsoft Windows is supplied, it shall be a genuine, legally licensed edition of the Windows edition/version declared in the catalogue, and the licensing or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.
6. Operating System - Verification
Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall ensure that the supplied Windows Operating System is genuine and duly activated with a valid Microsoft licence. A valid digital licence or any other licensing mechanism permitted by Microsoft. The supplied device shall be acceptable. Where any other Operating System is supplied, verification of licence authenticity and/or activation status shall be required from the concerned Operating System publisher/provider provides a device-level verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.
7. Operating System - Applicability
The requirements relating specifically to Microsoft Windows licensing, shall apply where Microsoft Windows forms part of the contracted configuration. Where any other Operating System other than Microsoft Windows is supplied, the applicable licensing terms and conditions of the concerned Operating System publisher/provider shall be complied with, and authenticity and/or activation shall be required only where such verification mechanism is provided.
8. Operating System-specific Certification / Compatibility
Hardware compatibility certificate prescribed by a particular Operating System shall not be requested by buyers.
9. USB Port Declaration
Each physical USB port shall be declared only once under the highest interface supported by that port. The same physical port shall not be counted under multiple categories merely because of backward compatibility. A technically backward-compatible version of a prescribed USB/interface standard may be offered where it meets the functionality and performance of the prescribed standard and complies with the requirements.
10. Warranty
The warranty applicable to the supplied device shall be as specified/seller's standard reflected in the resultant contract. The applicable warranty shall be verified through the website, OEM customer support facility or warranty certificate/tag provided with the device.

11	Acceptance of Supplies	Before acceptance and generation of CRAC, the Buyer/Consignee may verify that the supplied device conforms to the contracted specifications, configuration requirements and is free from apparent physical damage or defects. The device shall be new, unused and non-refurbished. The Buyer/Consignee may verify the accessories/documentation, installed operating system where applicable, device number/identifier, contracted configuration and applicable warranty.
12	Service Escalation Matrix	The Seller shall provide appropriate contact details and an escalation matrix for support to the Buyer/Consignee at the time of delivery.
13	HDD/SSD Storage Retention	Where required on account of information-security or data-retention concerns, the Seller shall prescribe an appropriate contractual condition under ATCs (in case of purchase) regarding retention of storage media such as HDDs/SSDs used in the system.
14	Configuration Alteration	The configuration supplied shall conform to the configuration offered in the contract and shall be supported/authorised by the OEM. The Seller shall not allow substitution of components which results in deviation from the contract configuration. The machine should be delivered to the Buyer/Consignee with OEM warranty/support. The machine should be delivered to the Buyer/Consignee in the approved configuration.

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

2. Generic

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

3. Generic

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

4. Generic

IT equipment shall be IPv6 ready from day one.

5. Generic

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

6. 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 any malicious code that would activate procedures to :-

- (i) Inhibit the desired 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 any other damage occurs due to the malicious code.

related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious c

7. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, At with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. requi the bid

8. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consig carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already th successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be rele documentary evidence of having Functional Service Centre.

9. **Service & Support**

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

10. **Service & Support**

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

11. **Buyer Added Bid Specific ATC**

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

12. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one c may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) w bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with cc document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experier clause: For fulfilling the experience criteria any one of the following documents may be considered as valid pr experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/sup been executed.b. Execution certificate by client with contract value.c. Any other document in support of conti Inspection release note, etc.

13. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installatic similar Category Products during preceding 3 financial years (i.e. current year and three previous financial ye per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be i bunch bids, the Category related to primary product having highest bid value should meet this criterion

14. **Certificates**

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

15. **Certificates**

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

16. **OEM**

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

17. Scope of Supply

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent / responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions / representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and no clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null and void, and the Buyer 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 / major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Source Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension is not permitted by the GeM.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted with 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 permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be deterred 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 specific Bid Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM rules.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional technical specifications or other document. If buyer needs more items along with the main item, the same must be added through bunching. If by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2019; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 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 Industrial Disputes Act, 1947; The Payment of Bonus Act, 1965; The Equal Remuneration Act, 1976; The Payment of Gratuity Act, 1972; 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 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 for 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 or overridden 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 सरकार 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। बिडर को अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के 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, shall 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 non-compliance would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---