

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 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
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए विड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

REGISTRAR GENERAL
Delhi High Court, Shershah Road, New Delhi - 110503
(Registrar General)

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. 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 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 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 eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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 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.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. 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.

7. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

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

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

Entry And Mid Level Laptop - Notebook (62 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ / Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Processor	Laptop Type	Mid Level
	Processor Number	AMD Ryzen 5 5625U, Intel Core i5 - 1245U Or higher
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, 32.0 Or higher
	Total Numbers of DIMM Slots Available	1, 2 Or higher
	Number of DIMM Slots populated	1, 2
	RAM Expandability up to	0.0, 32.0 Or higher
Display	Display Size (in cm) - Diagonal	35.56 to 38.09 (14 In to 14.99 In), 38.1 to 40.63 (15 In to 15.99 In)
	Display Resolution (Pixels)	FHD- 1920x1080 Or higher
	Minimum Resolution of Webcam	HD-720p
Storage	Capacity of Storage Drive (in GB)	512, 1024, 2048 Or higher

Additional Specification Parameters - Entry And Mid Level Laptop - Notebook (62 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Configuration, make & model strictly as per ATC	Configuration, and make & model strictly as per ATC

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्र /Quantity	डिलीवरी के दिन/Delivery Days
1	JAGDEEP SINGH	110003,Delhi High Court, Sher Shah Road	62	21

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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	<p>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</p>
Product Verification	<p>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.</p>
Operating System	<ol style="list-style-type: none"> 1. There is no requirement that the OEM of the Laptop should be a device partner of Microsoft or hold a valid authorisation from Microsoft 2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners. 3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids. 4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM. 5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft. 6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both. 7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Laptop OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both. 8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. 9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system
Storage Retention	<p>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.</p>
Requirement of OEM logo	<p>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.</p>
Processors	<p>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</p>

Warranty	<ol style="list-style-type: none"> 1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.
OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
Check points during Acceptance of Supplies	<p>Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ol style="list-style-type: none"> i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.
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. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.
3. **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 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 विड 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 विडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी विडर इस निविदा में विड देने के लिए तभी पात्र होगा जब वह विड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। विड में भाग लेते समय विडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

HIGH COURT OF DELHI AT NEW DELHI

From:-

The Registrar General
High Court of Delhi
New Delhi.

To:-

The interested OEM or authorized Seller/ Firm/ distributor/ dealer/ vendor/ Proprietor of OEM(s), based in **Delhi/NCR Region only.**

Note: Bidders participating in the instant Tender must mandatorily comply with the Buyer Added Bid Specific ATC. **This ATC shall prevail over GeM GTC.**

Note: **The interested bidders are requested not to upload unnecessary documents which are not sought.**

ADDITIONAL TERMS AND CONDITIONS (ATC) FOR SUPPLY OF GOODS SPECIFIED BELOW:

S. No.	SPECIFICATION	BID REQUIREMENT (ALLOWED VALUES)
1	Eligibility of Firm/ Vendor	The bidder shall be OEM or the authorized Seller/ Firm/ distributor/ dealer/ vendor/ proprietor of OEMs ensuring that the product(s) supplied will be sourced from OEM engaged in supplying and installation of IT equipment. In case the bidder is not the OEM itself, the bidder shall have <u>original Authority Letter issued from OEM in their favour, authorizing them for supply and installation of Laptops with 04 (four) years Comprehensive onsite warranty and back-to-back support from OEM (Covers all repairs, service charges, labor & the cost of all replaced spare parts) along with the bid. Failing aforesaid, the bidder will stand disqualified.</u> The bidder should have registered office based in Delhi/NCR Region only.
2	Declaration	In terms of GeM GTC clause 26 regarding Restrictions on procurement from a country which shares a land border with India, any OEM from a country which shares a land border with India will be eligible to bid in this tender only if the OEM has a Registered/Regional office in Delhi/NCR Region and registered with the competent authority of India. <u>While participating in the bid, the OEM 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.</u>
3	Goods required	HP/Dell/Lenovo make Laptops with 04 (four) years Comprehensive onsite warranty and back-to-back support from OEM (Covers all repairs, service charges, labor & the cost of all replaced spare parts)
4	Goods Certification	BIS, BEE, EPR, RoHS or any other relevant Indian Certificates

5	Quantity	62 (Sixty Two) nos. at the quoted L-1 rates (within 21 days of award of Purchase Order or as the time extended on the sole discretion of Delhi High Court).
6	Specifications/ Technical Compliance Sheet	To be filled in and uploaded strictly as per <u>Annexure 'B'</u> .
7	Sample clause	After issuance of Purchase Order, a sample Laptop would be provided within 3 days of the date of issuance of purchase order for checking purposes to ensure that the same meets the specifications required by this Court. If the sample is approved, the same will be returned against acknowledgement and the vendor may proceed with supply of Laptops as per requirement of this Court. If the sample provided does not meet the required specification, an opportunity will be given to firm/vendor for corrective measures to be carried out within 07 days and get the sample approved. However, even after lapse of the period of 07 days, if the firm/vendor fails to take corrective measures, then the purchase order shall be deemed to be cancelled and the EMD shall be liable to be forfeited, where EMD exemption is sought & the firm fails to act as above will be blacklisted as per GeM incident policy.
8	Bid offer Validity	120 Days from the last date of submission of Bids
9	Documents required to be uploaded by the seller(s)/ bidder(s) for technical evaluation.	<p>(1) Certificate of Incorporation should be uploaded in respect of participating Seller/ Firm/ Distributor/ Dealer/ Vendor proving the registered office in Delhi/NCR, if any foreign case, the bidder is a company or an LLP it should upload its certificate of incorporation with Registrar of Companies, in case the bidder is a partnership firm it should upload documents reflecting its registration with the Registrar of Partnership Firms etc.</p> <p>(2) If the bidder is not an OEM, then latest original letter/certificate/MAF issued on the letter head by the respective OEMs should be uploaded authorizing the bidder to participate in the instant tender process.</p> <p>(3) Land Border Declaration on the letter head of the participating OEM be uploaded declaring that the OEM is registered with the Competent Authority in terms of GeM GTC clause 26 or Clause 144 (xi) of GFR, 2017 and do undertake that 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.</p> <p>(4) Duly filled-in, signed & stamped 'undertaking' as per <u>Annexure-'A'</u> of this ATC on the letter head of the bidder be uploaded.</p>

		<p>(5) Duly filled-in, signed & stamped Technical compliance sheet (specification) of the required Laptops as per <u>Annexure-‘B’</u> be uploaded.</p> <p>(6) Documents in support of the OEM’s average financial annual turnover of Rupees Two Hundred Forty Lakhs or above for the 3 financial years duly signed and stamped by the authorized representative of the OEM in terms of GeM General Terms and Conditions be uploaded.</p> <p>(7) Documents in support of the bidder’s average annual financial turnover of Rupees Thirty lakh or above for the 3 financial years duly signed and stamped by the authorized representative of the bidder in terms of GeM General Terms and Conditions be uploaded.</p> <p>(8) Duly filled-in, signed & stamped <u>Annexure-‘C’</u> mentioning therein the experience criteria for supplying the laptops to any government agency/ department/ PSU/ Enterprises etc. for the three years. Copy (ies) of Contract, purchase order(s) or CRAC be uploaded.</p> <p>(9) The MSE/Startups are exempted from submitting documents in respect of points Nos. 7 and 8 above, i.e., average annual financial turnover of the bidder and experience criteria, respectively. However, they should upload the latest MSE/Startup certificate issued by competent authority with a letter clarifying the status of firm whether Micro or Small Enterprise.</p> <p>(10) Copies of proof of valid registration with GST/Tax authorities, GST/TIN No. and PAN No. should be uploaded by the participating bidder.</p> <p>(11) Scanned copy of EMD for a sum of ₹3,00,000/- by way of DD/Banker’s Cheque/Manager’s Cheque issued by nationalized Bank drawn in favour of Registrar General, Delhi High Court, payable at Delhi/New Delhi be uploaded.</p> <p>(12) Duly filled-in, signed & stamped <u>Annexure-‘D’</u> i.e. ‘Checklist of requisite documents’ must be uploaded.</p>
10	Delivery of goods, Inspection and penalty for delay in supply	<p>a. The delivery of Laptops at the quoted L-1 rates shall be made within a period of three weeks after the award of Purchase Order failing which the EMD will be forfeited.</p> <p>b. The material shall be in original packing from the manufacturer clearly indicating product serial number, manufacturing date, expiry date (if applicable) & maximum retail price (MRP) inclusive of all taxes etc.</p> <p>c. The selected firm/vendor shall supply the laptops strictly as per</p>

		<p>requirement of this Court failing which the Purchase Order shall be deemed to be cancelled and EMD shall be forfeited or those who sought exemption for submitting EMD will be blacklisted.</p> <p>d. The Laptops shall be delivered at the IT Store of Delhi High Court situated in the basement of Lawyers Chamber Block-III without any extra delivery cost and FOD (Free on Delivery) basis.</p> <p>e. The firm/vendor shall be responsible for delivery of the Laptops in IT Store of this Court in good condition at its own risk and cost.</p> <p>f. The Firm/Vendor shall be solely responsible for unloading, loading, handling etc. of the material.</p> <p>g. The Firm/Vendor shall indemnify the High Court of Delhi for any kind of loss due to material mishandling or damage, etc.</p> <p>h. In case of delay in delivery of Laptops even after request being made by this Court, a penalty of 0.5% per week, subject to a maximum of 10% of the total value of the bill/Tax Invoice will be imposed and recovered. No request for waiver for penalty will be entertained.</p> <p>i. The acceptance of the supplied laptops in the IT Store of Delhi High Court will be subject to inspection by the Technical Person of this Court declaring that the laptops so supplied meet the required specification/standards.</p> <p>j. If the supplied Laptops are found defective or are found to be not in conformity with the Technical bid / Purchase Order or not as per specifications of the sample submitted, the successful bidder shall take back the entire defective goods immediately at its own cost and consequences and shall re-supply the goods in conformity with the Technical bid/Sample/ Purchase Order within one week thereof which shall again be inspected by the Technical Person of this Court.</p>
11	Bid Security/ Earnest money Deposit (EMD)	<p>(a) Physical Bid Security/EMD of a sum of ₹3,00,000/- shall be submitted by the bidder by way of Account Payee DD/Banker's Cheque/ Manager's Cheque issued from a nationalized bank payable at Delhi/New Delhi drawn in favour of Registrar General, Delhi High Court, New Delhi (Returnable without interest).</p> <p>(b) The MSE/Startups bidders registered with the Central Purchase Organization, National Small Industries Corporation ("NSIC") or the concerned Ministry or Department, Govt. approved sources shall stand exempted from depositing the Bid Security/EMD as per the extant laws/GeM (General Terms and Conditions) but</p>

		<p>shall upload necessary document/ latest certificate in this regard a/w a letter clarifying the latest status of their firm whether Micro or Small Enterprise.</p> <p>(c) The original hard copy of the Bid Security/EMD instrument (except those who are exempted) must be submitted/ delivered in the IT Branch of this Court situated at Room No. 6, Ground Floor, Lawyers Chamber Block-III, Delhi High Court, New Delhi-110003 within 03 working days after the bid end date, positively. EMD delivered/ received after the due date and time will not be accepted. Failure to submit original Bid Security/EMD instrument with the IT Branch within the prescribed time will lead to disqualification of the bid without any technical or financial evaluation.</p> <p>(d) Bid Security/EMD of the Bidder(s) will be forfeited, if the bidder(s) amends its tender, impairs or derogates from the tender, fails to accept the Award letter.</p> <p>(e) After completion of tender formalities with the successful bidder, the Bid Security/EMD of the bidders who do not qualify in the instant tender process will be returned, without interest, only on receipt of their written request. It shall be the duty of the bidder(s) to reach out to the IT Branch of this Court with authority letter on letter head of the firm and collect the original Bid Security/EMD instrument against the receipt. In case of delay in collecting the Bid Security/EMD, Delhi High Court shall not be responsible to pay any kind of interest or penalty.</p>
12	Reasons for rejection of bid	<p>(1) Non-submission of original EMD/Bid security within the stipulated period (except those who sought exemption).</p> <p>(2) Offering bid offer validity for a period less than 120 days from the last date of submission of Bids.</p> <p>(3) Submission of more than one bid.</p> <p>(4) Bid(s) related to some other item(s) and not related to instant tender.</p> <p>(5) Non-uploading of required documents or uploading incomplete documents.</p> <p>(6) Any ambiguity in submission of the bid or any unreasonable condition.</p> <p>(7) Bids uploaded unsigned/unstamped.</p> <p>(8) This tender is non-transferable. Incomplete and conditional bids will be summarily rejected.</p> <p>(9) Having the office of bidder not registered in Delhi/NCR</p>

		<p>Region.</p> <p>(10) Duly filled-in, signed & stamped 'undertaking' as per <u>Annexure-'A'</u> of this ATC on the letter head of the bidder must be uploaded failing which the bid will be rejected.</p> <p>(11) Duly filled-in, signed & stamped Technical compliance sheet (specification) of the required Laptops as per <u>Annexure-'B'</u> must be uploaded failing which the bid will be rejected.</p> <p>(12) Duly filled-in, signed & stamped <u>Annexure 'C'</u> i.e. Details of Experience Criteria, must be uploaded failing which the bid will be rejected.</p> <p>(13) Duly filled-in, signed & stamped <u>Annexure 'D'</u> i.e. 'Checklist of requisite documents' must be uploaded failing which the bid may be rejected.</p>
13	Opening of Technical Bid & Financial Bid	<p>(a) Bids will be opened on GeM Portal as per procedure prescribed.</p> <p>(b) Technical bids of only those bidders, who have submitted the EMD in original in IT Branch of this Court (except those who are exempted) and uploaded all the required documents and scanned copy of EMD within the prescribed time period, will be evaluated. In case of any deficiency, the Technical Bid of the vendor shall be rejected and the financial bid of the vendor will not be opened.</p> <p>(c) After evaluation of the Technical Bids, the Financial Bids of qualified bidders will be opened on GeM Portal as per procedure. If the date of opening of Financial Bid falls on holiday being observed by Delhi High Court, the financial bids will be opened on the next working day.</p>
14	Financial Bid	<p>(a) Consolidated rates shall be quoted in Indian Rupees only and shall be inclusive of all taxes and charges for the aforesaid purchase. Moreover, in case of conflict in amount mentioned in numbers and words, the amount mentioned in words will prevail.</p> <p>(b) The bidders shall strictly quote their unconditional rate of Laptops (inclusive of Taxes and all other cost components). No hidden or extra charges shall be payable by Delhi High Court.</p> <p>(c) The request made by 'successful bidder' for variation in rates due to fluctuation in the foreign exchange rate or escalation or other factors shall not be considered except change in the rate of GST by the Central and State Government.</p> <p>(d) In case, the offered model of laptop becomes obsolete or declared as EOL (End of life) by the OEM during the currency of contract, the successful firm/vendor shall supply the rollover model of laptop with higher specifications at the same rates and</p>

		<p>terms & conditions.</p> <p>(e) If taxes are not mentioned, it will be presumed that the rates mentioned are inclusive of all taxes and accordingly tender will be finalized.</p> <p>(f) Any change in the rate of GST for the corresponding HSN code of Laptops during the currency of Contract shall be communicated by the supplier to IT Branch of this Court immediately with documentary proof i.e. Notification issued by Central/State Government to this effect.</p> <p>(g) In case two or more bidders have offered the same rate, this Court reserves the right to classify all such bidders as lowest and place the purchase order suitably between them.</p>
15	Force Majeure	<p>(a) The Delhi High Court may consider relaxing the penalty and delivery requirements, as specified in this tender document, if and to the extent that the delay in performance or failure to perform its obligations under the contract are the result of a Force Majeure.</p> <p>(b) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise.</p> <p>(c) Delay to obtain material from OEM due to any other reason shall not be covered under clause (b) above.</p>
16	Billing/invoicing	<p>a. The bill/invoice in triplicate towards supply of Laptops shall be raised in the name of Registrar General, Delhi High Court, New Delhi-110503. The payment shall be released to the vendor only after submission of the duly signed and stamped successful proof of delivery/ installation report(s) and operationalization reports of each laptop alongwith the bill.</p> <p>b. The payment is also subject to the status of warranty verification of each laptop on the OEM's website and without this no payment will be released. The four (4) years onsite Comprehensive warranty shall be reflected on the bill/Invoice.</p> <p>c. There will not be any partial payment. No advance payment will be made in any case.</p>
17	General Terms & Conditions	<p>a) No employee of this Court or his/her dependent family members be involved in the instant tender process in contravention of the requirement/provision contained in Central Civil Services (Conduct) Rules, 1964.</p> <p>b) Bidder/Suppliers will not be relieved from any liability related to</p>

		<p>warranty/guarantee or any obligation during the currency of the contract.</p> <p>c) In case a bidder withdraws its bid before opening of the Technical Bid, the bidder shall be blacklisted for a period of two years. However, the Earnest Money deposited by it shall be returned without payment of any interest thereon.</p> <p>d) In case a bidder withdraws its bid after opening of the Technical or Financial Bid, the bidder shall be blacklisted for a period of two years and the Earnest Money deposited by it shall be forfeited without any notice.</p> <p>e) A Bidder shall also be blacklisted on account of the following reasons:-</p> <ol style="list-style-type: none"> i. Non-supply of the goods in terms of the Purchase/Supply Order/Contract. ii. Not obeying the bid offer validity for 120 days. iii. Any other default in fulfilling the contractual obligations by the firm/vendor. iv. If the firm/vendor after the award of contract violates any of the additional terms and conditions, it shall be blacklisted for an appropriate period decided by the competent authority of this Court. v. After entering into contract, the bidder shall not be permitted to increase its rate under any circumstances during the term of contract. The bidder, who declines to supply at contracted rate shall be blacklisted for a period of two years. <p>f) Addendum/Corrigendum/notice etc., if any, will be uploaded on GeM Portal.</p> <p>g) This Court reserves the right to relax/waive or alter any of the terms & conditions at any stage, if it finds sufficient reasons to do so.</p> <p>h) The bids or queries shall be submitted as per the prescribed procedure only on GeM portal. Any communication submitted by telegram/fax/e-mail/Speed Post/Courier/physical delivery of letter, etc. shall not be considered. No correspondence will be entertained in this regard.</p> <p>i) The successful bidder shall provide details of the SPOC (Single point of contact) who is duly authorized to address any issue/concern in respect of the laptops during the 04 (four) years comprehensive onsite warranty and back to back support from OEM (Covers all repairs, service charges, labor & the cost of all</p>
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		<p>replaced spare parts).</p> <p>j) Under no circumstances, the successful bidder shall appoint any sub-tendering concern/company or sub-lease the contract. In case of violation of this condition, the contract will be terminated forthwith without any notice and no payment will be made, for the already delivered goods.</p> <p>k) Estimated Bid Value indicated in the Bid Documents 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/Part 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 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 price in Bid process.</p> <p>l) In case of any conflict between the language/ version/ condition of GeM and ATC, the language/ version/ conditions mentioned in ATC shall prevail.</p>
18	Rights	<p>(a) This Court, at its own discretion, may increase or decrease the quantity upto 25% of the total quantity depending on the requirement.</p> <p>(b) This Court reserves the right to reject any or all the bids or quash the whole tender process without assigning any reasons. Any step taken by the competent authority to safeguard the interest of this Court shall be final and binding on all participants.</p>

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Annexure – 'A'
To be uploaded on GeM Portal

UNDERTAKING

FOR SUPPLY OF 62 NOS. OF LAPTOPS AS PER REQUIRED SPECIFICATIONS

I/We undertake that the firm (**(name of the firm)**)
or its Partner / Director / Proprietor (**(name)**)
has/have not been blacklisted / banned in its Business dealings with any Central / State
Government / Public Sector Undertaking / Autonomous Bodies or has / have not been banned /
terminated during the last two (02) years on account of poor performance/conduct.

By registering on GeM and by participating in the instant tender process on GeM, I/We
undertake that presently I/We am/are not "Debarred from Bidding" on the grounds mentioned in
Rule 151 of GFR 2017.

In case, it is found at any stage that I/We have participated in the instant tender by
withholding material information, my bid shall be liable to be rejected and the EMD shall also
liable to be forfeited by Delhi High Court.

I/We undertake that all the terms and conditions of the instant Tender Notice are
acceptable to me/us and bound to comply with the Terms and Conditions and to deliver the goods
as per schedule of supply.

I/We undertake that the validity of the rates offered by me/us shall be 120 days from the
last date of submission of Bids.

I/we undertake that the goods offered to be supplied are in compliance of BIS, BEE, EPR,
RoHS or any other relevant Indian Certificates/standard.

I/we do hereby undertake that nothing has been concealed, no mis-statement or
false/forged documents have been uploaded. If, at any stage, it is found that material facts have
been concealed or mis-statement has been made or false/forged documents have been uploaded,
then I/we am/are bound to face legal consequences.

I/we further undertake that I/we have confirmed and correctly applied the HSN Code of
the required item and its corresponding applicable GST rate as on date with sole responsibility.

Signature of the authorized
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-

Place:-

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Annexure 'B'**TECHNICAL COMPLIANCE SHEET FOR HIGH END LAPTOPS
OF HP/DELL/LENOVO MAKE**

Brand of Offered Laptop (HP/Dell/Lenovo) :

Model/Description of Offered Laptop :

Specifications	Requirement	Offered specification	Whether comply with the required specification: Yes/No.
Processor	Intel® Core™ Ultra 5 Processor Series 2 (Latest)		
RAM	Minimum 16GB DDR4, with support of suitable slots to expand memory upto 32 GB		
Memory Size	Minimum 1TB SSD (Nvme)		
Battery	Lithium ion Battery Capacity (Watt Hour) – Min. 36 Battery Backup Time (Hours) – 8		
Chipsets	Compatible chipsets as per processors make		
Display Size/Type	14.0" FHD (1920x1080), Non-Touch, Anti-Glare, IPS, 250 nits, FHD Camera, Wlan		
Bluetooth	Enabled 5.0 or higher		
Wireless Device	Wireless 802.11 ac+ BT 5.0 or higher		
Interfaces	RJ-45, Min.2 USB3.0 Type A & 1 USB 3.0 Type C, Audio combo port, DC Adapter Jack, HDMI port		
Audio	Built-in stereo speakers with high-definition audio support. Built-in Microphone		
Security	Bios Password/TPM 2.0 etc.		
Hardware Interface	USB and HDMI		
Ethernet Controllers	Gigabit Ethernet		
Keyboard & touch pad device	Keyboard with touch pad		
Mouse	Optional		
Camera for video conferencing	HD 720p Webcam		
OS	Windows 11 Pro or higher		
Certification	BIS, BEE, EPR, RoHS or any other relevant Indian Certificates		
Backpack	Good quality Laptop-backpack		
Warranty	4 years comprehensive onsite warranty with back-to-back support from OEM (Covers all repairs, service charges, labor & the cost of all replaced spare parts)		
Adapter	Suitable Adapter to fast-charge the laptop		

Signature of the authorized
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-

Place:-

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Annexure – 'C'**DETAILS OF EXPERIENCE CRITERIA****FOR SUPPLY OF 62 NOS. OF LAPTOPS AS PER REQUIRED SPECIFICATIONS**

I/We undertake that the firm (name of the firm) has the required experience criteria for supplying the laptops to government agency/ department/ PSU/ Enterprises etc. for three years. **The relevant copy(ies) of Contract, purchase order(s) or CRAC have been uploaded on the GeM Portal.**

A brief description of the experience criteria is also hereby mentioned in the following table:

S. No.	Financial Year	Total Nos. of laptop(s) supplied	Details/Names of the Government Agency/ Department/ PSU/ Enterprises etc. to which the laptops have been supplied
1.			
2.			
3.			

I/we do hereby undertake that nothing has been concealed, no mis-statement or false/forged documents have been uploaded. If, at any stage, it is found that material facts have been concealed or mis-statement has been made or false/forged documents have been uploaded, then I/we am/are bound to face legal consequences.

Signature of the authorized
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-

Place:-

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Annexure 'D'CHECKLIST OF REQUISITE DOCUMENTS

S.No.	Description of requisite Documents	Compliance : Yes/No
1.	'Certificate of Incorporation' as per Condition 9(1) of ATC document	
2.	Latest Authorisation Letter/ Certificate/ MAF from OEM as per Condition 9(2) of ATC document	
3.	Land Border Declaration on the letter head of OEM required as per Condition 9(3) of ATC document	
4.	Duly filled-in, signed & stamped 'undertaking' as Annexure-'A' as per Condition 9(4) of ATC document	
5.	Duly filled-in, signed & stamped Technical compliance sheet (specification) of the required Laptops as Annexure-'B' as per Condition 9(5) of ATC document	
6.	Documents in support of the OEM's average financial annual turnover for three financial years as per Condition 9(6) of ATC document	
7.	Documents in support of the Bidder's average financial annual turnover for three financial years as per Condition 9(7) of ATC document	
8.	Duly filled-in, signed & stamped Annexure-'C' w.r.t. 'Experience Criteria' (along with relevant documents), as per Condition 9(8) of ATC document	
9.	MSE/ Startup certificate alongwith a letter clarifying the status of firm whether Micro/Small as per Condition 9(9) and 11(b) of ATC document	
10.	Documents as per 9(10) of ATC document.	
11.	Scanned copy of EMD as per condition 9(11) and condition 11 of ATC document.	
12.	Original hard copy of the Bid Security/EMD instrument (except those who are exempted) submitted/ delivered in the IT Branch of this Court as per condition 11 (c).	
13.	Duly filled-in Annexure 'D' i.e. 'Checklist of requisite documents' as per Condition 9(12) of ATC document.	

Signature of the authorized
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-
Place:-

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