



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5427174 Dated/दिनांक : 25-09-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-10-2024 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	25-10-2024 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs	
Department Name/विभाग का नाम	Na	
Organisation Name/संगठन का नाम	National Forensic Sciences University	
Office Name/कार्यालय का नाम	382007	
Total Quantity/कुल मात्रा	1	
Item Category/मद केटेगरी	Advanced Document Examination System	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	advanced document examination system	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	comprehensive Cardiovascular System Examination (Simulator), Gel Documentation System, Comprehensive Chest and Lungs Examination System (Simulator), WEB GIS Based Project Management Software, Gynecological Examination Couch, Water - Drinking and Sanitation (V2)	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Forensic Imaging and write blocking Device	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	45 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	360 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छ्ट	No	

Bid Details/बिड विवरण		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Past Performance/विगत प्रदर्शन	60 %	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	180000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	39

- (a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

# Beneficiary/लाभार्थी:

National Forensic Sciences University Dharwad WALMI Campus, Near High Court, Belur Industrial Area, Dharwad (Campus Director)

# MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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# MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {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 to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy

for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% 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.
- 7. 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

### Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Data Sheet for Technical Evaluation (Technical Specification) - 1727252444.xlsx

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-10-2024 09:00:00	NFSU Dharwad, Near High Court, Belur Industrial Area, Dharwad

# Advanced Document Examination System (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Rajesh.C	580011,Dharwad Campus National Forensic Sciences University C/O Water & Land Management Institute,NH-4, Belur Industrial Area, Dharwad Karnataka -580011	1	30

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **TEXT BASED TERMS & CONDITIONS**

1. For Considering Technical Evaluation and Procurement of the product, compliance with technical sp ecification including additional specifications, is required of all the bidders. In this context the bidders need to submit the datasheet available in the bid documents by the name "<u>Data Sheet for Technical Evaluation (Technical Specification)"</u> (which must include offered product details such as make and model number along with a comprehensive datasheet.) Failing which, your bid will be rejected from the Technical Evaluation and no representation in this regard will be entertained and University reserves all rights on the same. The technical specification including additional specifications are as follows

Sr. No	Parameter	Technical Specifications	
1	Monitor Option s	32 & quot; UHD Monitor 4K LED 3840x2160 resolution (16:9)  10-megapixel colour camera or more  CMOS technology with USB3.1  Fast image transfer connection.	
2	Field of view	214 mm x 179 mm or more	
3	Magnification r ange	2.9x - 224x with monitor  3840 x 2160 pixels exciting filter module for 113 different was	
4	Camera filters	350-1100 nm, 350-380nm, 530/ 550/ 570/ 590/ 610/ 630/ 64 5/665/695/715/735/760/780/810/900/1000nm.	

5	Stage Specific ations	New motorized X/Y stage, movement 140x65 mm or 60x45 mm, 2 paperweights, dust cover, 4 open sides for large documents	
6	Mains valtage	230V or 115V	
0	Mains voltage	Spare lamp set (2pc. each of every lamp type) with 10 Fuses	
7	It should be ab le to examine	All types of Questioned documents, Counterfeited Currencies, and other long books, passport examinations, Plastic currency, printed documents, Secret writing, obliteration, overwriting, Registers, Bottles, paints, Stamp, seals, deed documents, Fingerprints, Burnt Articles, Firearms, huge Material objects, ink examination, etc. in Non-destructive manner	
		Video recording feature while examination.	
		For image acquisition, comparison, annotations, documentation, remote control, and X/Y stage, ICAO+IPI	
		MRZ, 2D and 1D barcode reading	
		Invisible Document Protection Letter screen++ and Digital IP	
		Extended depth of focus, multi-focus image, 3D Visualization	
		Database management, 3D Acquisition, Spectrometer, Colou r Measurement,	
		USB Colour Spectroscopy module, for 2.4mm optical resoluti on, 360-1100nm or Integral grating spectrometer module, fo r 3 nm optical resolution, 400-1000 nm	
		Software module for Hyperspectral imaging	
		Quartz plate (document weight)250x200x6 mm	
8	Basic Software	Illumination module for continuous interference filter, includi ng continuous interference filter 400 - 1000 nm, including sp are lamp	
		OVI module for inspection of OVI and OVD	
		Document Reader, White, UV-A 365 nm and IR illumination in cluding RFID module and	
		Smart Card Reader, software included	
		Macro scale 100 mm,0.5 mm division, with calibration certific ate	
		NIST certified ruler 4 & quot; including certificate	
		NIST traceable calibration module (Validation Target Docume nts)	
		Reference reflectance for spectrometer UV365nm, UV313nm , UV 254nm, and anti-stokes	
		Computer System: Workstation i7, 64bit, WIN10 or WIN11, 1TB SSD HD, 16GB R AM, graphics card 4GB, USB keyboard, USB optical mouse, D VD writer. (The manufactured date should not be more than 6 months at the time of delivery)	

9	Accessories	Colour Printer:  A colour laser printer must be included having a duplex and s hould be compatible with a workstation. Specifications of the printer should be A4 Colour Laser Printer, Print Only, Duplex, Print speed up to 35/33 ppm black & colour (Letter/A4), USB. (The manufactured date should not be more than 6 months a

- Please Ensure to specify the Make and model of the offered Item. Mere Reproduction of the asked sp ecification without any supporting official / printed brochure of the offered product may lead to reject ion of bid.
- The successful bidder shall be responsible for the uninstallation, transfer, and installation of the equi
  pment's to the new location (Permanent Campus) as and when informed by NFSU Dharwad within 4 y
  ears from the date of first installation free of cost.
- 4. Bidding may be submitted only by the 'Original Equipment Manufacturer' or their 'Authorized Dealers/resellers'.
- 5. The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. The se Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document. Whenever there is any conflict between the provision of othe r clauses mentioned in the bid document and that in the Buyer Added Bid Specific Terms and Conditions, the provision contained in the Buyer Added Bid Specific Terms and Condit ions shall prevail.
- 6. Additional Specification Parameters, if any Additional Specification Parameters as stipulated in the B id Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.
- 7. Documents not submitted along with the bid and clarifications sought during the evaluation stage, but now being submitted during representation shall not be considered, for evaluation.
- 8. EMD Exemption will be provided as per Government of India norms and guidelines.
- 9. NFSU Dharwad reserves the right to Cancel/Modify the bidding process fully or partially at any time without occurring any liabilities to NFSU Dharwad in this regard.
- 10. The bidders are required to submit documents duly signed by the authorized representative of the Fi rm / Company shall invariably be submitted/uploaded by the bidder(s) along with the bid for evaluati on of the offer: the documents are attached in the "buyer added bid specific ATC"
- 11. Payment will be made on successful delivery, installation, training (if any).
- 12. No advance payment will be made. Payment will be processed through RTGS or online transfer after the purchase order or work order is fully executed and all required documents are submitted, prefera bly within 30 days after satisfactory delivery, inspection, installation, and acceptance. The necessary documents include a pre-receipted tax invoice, delivery challan, warranty certificate, installation rep ort in triplicate, and a Performance Bank Guarantee, all subject to verification.
- 13. The supplier must demonstrate that it has a proven appropriate set-up and capability to provide afte r-sales service efficiently and effectively.
- 14. Inspection after Installation & Commissioning of the equipment at consignee's/User site:
  The goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominate d External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at consignee's premises for their compliance to the contract specifications.
- **15.** For any queries with regard to terms and conditions of this tender, please write to <a href="mailto:purchase\_dharwad@nfsu.ac.in">purchase\_dharwad@nfsu.ac.in</a> or can be contacted at **+91 836 200 2641/ +91 836 200 2614**

# **OTHER SPECIAL TERMS AND CONDITIONS**

- · A comprehensive warranty for a duration of three years must be provided by bidders.
- In case of HARDWARE breakdown, service calls must be attended by OEM engineer directly within 24 hours. In case of downtime more than 72 hours, a standby must be provided post installation.
- The term "warranty" implies comprehensive maintenance which will cover replacement of all defective parts/equipment.
- The scope includes supply, installation, configuration, integration with all associated products, end to end testing and commissioning of the solution onsite at NFSU Dharwad Campus. Bidder should configure the entire solution as per the requirement of NFSU Dharwad Campus.
- The bidder shall be responsible for arranging and maintaining at their own cost all materials, tools & f acilities for workers, and all other services required for executing the work unless otherwise specificall y provided for in the contract documents.

## 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

WALMI Campus, PB Road near High Court Dharwad Belur Industrial Area Dharwad

# 4. Generic

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

#### 5. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 6. Generic

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

#### 7. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 8. Generic

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

#### 9. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 10. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 11. Generic

Scope of supply includes Training: Number of employees to be trained

3 , Place for Training NFSU Dharwad and Duration of training 5 days.

#### 12. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 13. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Basic Software, Workstation & Color Printer

#### 14. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 15. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

# 16. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 17. Turnover

Bidder Turn Over Criteria: 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 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.

### 18. Turnover

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

### 19. **OEM**

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

### 20. 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.

## 21. Service & Support

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

# 22. Service & Support

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

#### 23. Certificates

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

# 24. Warranty

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

#### 25. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

Equipment and Major Accessories

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

## 26. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

# 27. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

#### 28. Certificates

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

### 29. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

ISO & CE

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You/धन्यवाद---