



बिङ संख्या/Bid Number: GEM/2025/B/6290044 दिनांक /Dated: 10-06-2025

# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-06-2025 10:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-06-2025 10:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs	
विभाग का नाम/Department Name	Na	
संगठन का नाम/Organisation Name	National Forensic Sciences University	
कार्यालय का नाम/Office Name	382007	
क्रेता ईमेल/Buyer Email	buycon6.nfsu.ka@gembuyer.in	
कुल मात्र/Total Quantity	40	
वस्तु श्रेणी /Item Category	Fixed Computer Workstation (Q2)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)	
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	400 Lakh (s)	
उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	Νο	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छ्रट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	Νο	
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), 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	

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बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?	Νο
विगत प्रदर्शन /Past Performance	80 %
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	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)	Νο
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

# ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India	
ईएमडी राशि/EMD Amount	200000	

# ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	39

(a). 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।/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 securityshould be in favour of Beneficiary, wherever it is applicable.

# लाभार्थी /Beneficiary :

NFSU Dharwad Campus WALMI, Near High Court Dharwad, PB Road, Belur Industrial Area, Dharwad-580011 (Campus Director)

# **UIN Number NCTGC2415P**

# विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

# एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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Yes

# एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

 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.
 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.

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.

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

8. 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

# Fixed Computer Workstation (40 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 required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**Bis Required** 

Yes

# तकनीकी विशिष्टियाँ /Technical Specifications

<u>\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification</u>

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
Processor	Processor Number	Intel Core i9-14900K Or higher	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
Graphics	Graphic Card Number NVIDIA RTX 2000 Ada Generation 16GB, M A4000 16GB, NVIDIA RTX 4000 SFF Ada G 20GB, NVIDIA RTX 4000 Ada Generation 2 A800 40GB Active 40 GB, NVIDIA RTX A45 NVIDIA RTX A5000 24GB, NVIDIA RTX 450 Generation 24GB, NVIDIA RTX A5500 24G RTX A6000 48GB, NVIDIA RTX 5000 Ada G 32GB, NVIDIA RTX 6000 Ada Generation 4 higher		
Operating System	Factory Pre-Loaded Windows 11 Professional Operating System		
Memory	Type of RAM	DDR5 Or higher	
	RAM Size Provided with the System (GB)	64, 128, 256, 512, 1024 Or higher	
	The Maximum RAM Supported by the Workstation	128, 256, 512, 1024, 2048 Or higher	
Storage	Primary Storage (Boot Drive) Capacity (in GB)         512, 1024, 2048, 3072, 4096, 5120 Or higher		
RAID Connectivity	Controller Type	Hardware RAID (via dedicated RAID controller), Software RAID, No RAID	
	RAID Level	No RAID, RAID 0, RAID 1, RAID 5, RAID 10	
Connectivity	Type of Ethernet Ports	1 GbE Port	
	Number of Ethernet Ports	1	
	Wireless Connectivity	Wi-Fi 6 (802.11ax) + Bluetooth 5.3, Wi-Fi 7(802.11be) + Bluetooth 5.4 Or higher	
Monitor	Availibility of Monitor	Yes Yes as per IS 13252 (Part 1)	
	Screen Size (in CMs)	58.1 - 63 (22.87" - 24.8")	

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rajesh.C	580011,Dharwad Campus National Forensic Sciences University C/O Water & Land Management Institute,NH-4, Belur Industrial Area, Dharwad Karnataka -580011	40	15

# Special terms and conditions-Version:1 effective from 20-02-2025 for category Fixed Computer Workstation

1

For Buyers			
1	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned of 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 of the OEM website.	
2	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboa is restrictive and may not be incorporated into the bids.	
3	Warranty	<ol> <li>The buyer may ensure that as soon as supplies ar received, a request for a warranty certificate is mad- along with logging into the OEM website/call center verify the certificate.</li> <li>The product in GeM marketplace (Direct Purchase L1 purchase) comes with a minimum standard on sit 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 sha prevail/supersede the minimum one year warranty.</li> </ol>	
4	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.	

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9	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.
10	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.
11	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.
12	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.
13	Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.
14	Applications Compatibility with the Workstation	The seller shall ensure that the workstation is compatible with the specified applications. Requisite documents confirming compatibility from the application provider must be furnished upon request by the buyer.

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

# 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# **TEXT BASED ATC TERMS & CONDITIONS**

- 1. Bidding may be submitted only by the 'Original Equipment Manufacturer' or their 'Authorize d Dealers/resellers'.
- 2. Non-compliance of the tender terms, non-submission of required documents, lack of Clarity of the specifications, contradiction between the bidder specification and Supporting documen ts etc. may lead to rejection of the bid.
- 3. It is required that all bidders comply with the technical specifications, including any addition al specifications. Accordingly, the submission of the Technical Specification Compliance, as o utlined in the attached Annexure, is mandatory. Failure to submit this documentation will res ult in the rejection of the bid from the technical evaluation process, and no representations c oncerning this matter will be entertained. The University reserves all rights in this regard.
- 4. Additional Specification Parameters, if any Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.
- 5. The bidders are required to submit documents duly signed by the authorized representative of the Firm / Company shall invariably be submitted/uploaded by the bidder(s) along with the bid for evaluation of the offer: the documents are attached in the "buyer added bid specific A TC"
- 6. Please Ensure to specify the Make and model of the offered Item. Mere Reproduction of the asked specification without any supporting official / printed brochure of the offered product may lead to rejection of bid.
- 7. The successful bidder shall be responsible for the uninstallation, transfer, and installation of the equipment's to the new location (Permanent Campus) as and when informed by NFSU Dh arwad within 4 years from the date of first installation free of cost.
- 8. The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. These S

pecific Terms and Conditions will modify / substitute / supplement the other clauses mention ed in bid document. Whenever there is any conflict between the provision of other clauses m entioned 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 Conditions shall prevail.

- 9. EMD Exemption will be provided as per Government of India norms and guidelines.
- 10. NFSU Dharwad reserves the right to Cancel/Modify the bidding process fully or partially at a ny time without occurring any liabilities to NFSU Dharwad in this regard.
- 11. The Campus Director, NFSU, Dharwad Campus may seek any clarification/explanation/Docu mentary evidence related to offer at any stage from tenderers if required. However, any clarif ication/explanation or documentary evidence leads to implication on quoted Price shall be co nsidered only for placing the order but not for price evaluation.
- 12. Certification/Standard/Benchmarks: The goods must be certified based on applicable Standa rds like ISO, ISI, QCI, BIS or other international standards etc. The certificate for the Same sho uld be attached with bidding documents.
- 13. Payment will be made on successful delivery, installation, training (if any).
- 14. No advance payment will be made. Payment will be processed through RTGS or online tran sfer after the purchase order or work order is fully executed and all required documents are s ubmitted, preferably within 30 days after satisfactory delivery, inspection, installation, and ac ceptance. The necessary documents include a pre-receipted tax invoice, delivery challan, war ranty certificate, installation report in triplicate, and a Performance Bank Guarantee, all subje ct to verification.
- 15. The supplier must demonstrate that it has a proven appropriate set-up and capability to provide after-sales service efficiently and effectively.
- 16. Inspection after Installation & Commissioning of the equipment at consignee's/Us er site:
  - a. The goods will be inspected by Buyer / Consignee or their Authorized Representative or b y Nominated External Inspection Agency (independently or jointly with Buyer or Consigne e as decided by the Buyer) at consignee's premises for their compliance to the contract s pecifications.
  - b. The Director, NFSU Dharwad Campus shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

## **17. Defective Equipment:**

- a. If any of the equipment supplied by the Tenderer is found to be Substandard, refurbished , un-merchantable or not in accordance with the Description/specification or otherwise fa ulty, the purchaser/consignee will have the right to Reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such pay ments for such equipment have already been made. All damaged or unapproved goods s hall be returned at supplier. Defective part in Equipment, if found before installation and/ or during warranty period, shall be replaced Within 30 days on receipt of the intimation fr om this office at the cost and risk of supplier Including all other charges. In case supplier fails to replace above item as per above terms and conditions, Purchaser/Consignee may consider "Banning" the supplier.
- b. Rejected items must be removed by the Bidders within one week from the date of rejecti on at their own risk and cost and replaced immediately. In case these are not removed, t hese will be auctioned at the risk and responsibility of the suppliers without any further n otice.
- 18. **Risk Purchase Clause:** In the event of failure of supply of the item/equipment within the S tipulated delivery schedule, the purchaser has all the rights to purchase the Item/equipment f rom the other source on the total risk of the supplier under risk purchase Clause.
- 19. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall b e as follows: In case of Dispute or difference arising between the Purchaser and a domestic s upplier Relating to any matter arising out of or connected with this agreement, such disputes or Difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 199 6, The rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Campus Director, NFSU, D harwad Campus and if he is unable or unwilling to act, to the sole arbitration of some other p erson by him willing to act as such Arbitrator. The award of the arbitrator so appointed Shall be final, conclusive and binding on all parties to this order.
- 20. For any queries with regard to terms and conditions of this tender, please write to <u>purchas</u> <u>e\_dharwad@nfsu.ac.in</u> or raja.mohaideen@nfsu.ac.in

# **OTHER SPECIAL TERMS AND CONDITIONS**

- 1. **Site Preparation:** The supplier shall inform to the purchaser/consignee about the site Preparation, if any, needed for the installation of equipment, immediately after the receipt of t he purchaser order. The supplier must provide complete details regarding space and all The ot her infrastructural requirements needed for the equipment, which the Purchaser/consignee sh ould arrange before the arrival of the equipment to ensure its timely Installation and smooth o peration thereafter. The supplier shall visit the purchaser/consignee site where the equipment i s to be installed and may offer his advice and render assistance to purchaser/consignee in the preparation of The site and pre-installation requirements.
- 2. The Bidders must supply all the hardware and accessories required for complete installation.
- 3. A comprehensive warranty for a duration of three years must be provided by bidders for all ma jor equipment.
- 4. The term "warranty" implies comprehensive maintenance which will cover replacement of all d efective parts/equipment.
- 5. An undertaking from the OEM is required stating that they would facilitate the Bidder on a regular basis with technology/product updates and extend support for The warranty as well.
- 6. 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.
- 7. The bidder shall be responsible for arranging and maintaining at their own cost all materials, to ols & facilities for workers, and all other services required for executing the work unless otherw ise specifically provided for in the contract documents.
- 8. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same Item/product in the same tender.
- 9. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not Submit a bid o n behalf of another Principal/OEM in the same tender for the same Item/product.
- 10. **Demo**: Administratively qualified vendors are required to have demonstration of quoted Items to the user for verification of specification, performance, accuracy and precision as and when r equired. If it is found not satisfactory, reports for this item, the vendors become Technically no t qualified. Demo will be provided to onsite/vendor's Technical Lab/Other Users' site.
- 11. Conditional bid will not be accepted in any case. Bid with conditional clause will be summarily rejected and correspondence in this regard will be entertained.

# 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 3. 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 (Increased quantity  $\div$  Original quantity)  $\times$  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.

#### 4. Generic

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

WALMI Campus, near High Court Dharwad, PB Road Belur Industrial Area, Dharwad-580011

## 5. 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.

## 6. 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 3 years residual market life i.e. the offered product shall not be declared end-oflife by the OEM before this period.

## 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

IT equipment shall be IPv6 ready from day one.

# 11. 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

## 12. Generic

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

#### 13. Generic

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

3

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

#### 14. 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:

As mentioned in the bid

#### 15. 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.

# 16. 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.

#### 17. Generic

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

#### 18. 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)

#### 19. 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.

#### 20. 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.

# 21. **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.

## 22. 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.

## 23. Service & Support

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

## 24. Service & Support

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

#### 25. 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.

#### 26. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 27. 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.

#### 28. 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

#### the Equipment and Major spares

(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)

# 29. 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.

# 30. 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.

## 31. Past Project Experience

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

#### 32. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as 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 uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

# 33. Financial Criteria

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

# अस्वीकरण/Disclaimer

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 <u>attached categories</u>, 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. 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 catalogs 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 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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