

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-01-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-01-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम / Department Name	Women Safety Division
संगठन का नाम / Organisation Name	National Forensic Sciences University
कार्यालय का नाम / Office Name	382007
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Computer Forensic Academic Program
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Computer Forensic Academic Program
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	INTEGRATED COMPUTER FORENSIC SOFTWARE
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> INTEGRATED COMPUTER FORENSIC SOFTWARE
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	13 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	100 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

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),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
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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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)	No
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	50000

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).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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.

लाभार्थी /Beneficiary :

Campus Director
WALMI Campus, Near High Court Dharwad, Belur Industrial Area, Dharwad-580011
(Campus Director, National Forensic Sciences University Dharwad Campus)

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Hon'ble Home Minister
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Hon'ble Home Minister
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Women Safety Division, Ministry of Home affairs
सीए अनुमोदन संख्या/CA Approval Number	No. 23011/14/2024- WS III
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	15-10-2024
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Exemption for Make in India (Mil) clause to the procuring entities for procurement of hardware/software - regarding.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

--

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 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. 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.

5. 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.

6. 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

Computer Forensic Academic Program (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

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

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

क्र.सं./S.N O.	प्रेषिती/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	1	30

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 'Authorized 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 documents etc. may lead to rejection of the bid.
3. It is required that all bidders comply with the technical specifications, including any additional specifications. Accordingly, the submission of the Technical Specification Compliance, as outlined in the attached Annexure, is mandatory. Failure to submit this documentation will result in the rejection of the bid from the technical evaluation process, and no representations concerning 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 ATC”

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 Dharwad Campus within 3 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 Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document. Whenever there is any conflict between the provision of other 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 Conditions shall prevail.
9. EMD Exemption will be provided as per Government of India norms and guidelines.
10. NFSU Dharwad Campus reserves the right to Cancel/Modify the bidding process fully or partially at any time without incurring any liabilities to NFSU Dharwad Campus in this regard.
11. The Campus Director, NFSU, Dharwad Campus may seek any clarification / explanation / Documentary evidence related to offer at any stage from tenderers if required. However, any clarification / explanation or documentary evidence leads to implication on quoted Price shall be considered only for placing the order but not for price evaluation.
12. Certification/Standard/Benchmarks: The goods must be certified based on applicable Standards like ISO, ISI, QCI, BIS or other international standards etc. The certificate for the Same should 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 transfer after the purchase order or work order is fully executed and all required documents are submitted, preferably within 30 days after satisfactory delivery, inspection, installation, and acceptance. The necessary documents include a pre-receipted tax invoice, delivery challan, warranty certificate, installation report in triplicate, and a Performance Bank Guarantee, all subject 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/User site:**
 - a. The goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated 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.
 - b. The Campus Director, NFSU Dharwad Campus shall be the final authority to reject full or any part of the supply which is not conforming 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 faulty, 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 payments for such equipment have already been made. All damaged or unapproved goods shall be returned at supplier. Defective part in Equipment, if found before installation and/or during warranty period, shall be replaced

- d Within 30 days on receipt of the intimation from 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.
18. The rejected items shall be removed by the bidders within ten (10) days from the date of rejection, entirely at their own risk and cost, and shall be replaced forthwith. In the event of non-removal within the stipulated period, the said items shall be disposed of or utilized at the sole risk and responsibility of the suppliers, without any further notice, and no subsequent claim or payment shall be entertained.
 19. **Risk Purchase Clause:** In the event of failure of supply of the item/equipment within the Stipulated delivery schedule, the purchaser has all the rights to purchase the Item/equipment from the other source on the total risk of the supplier under risk purchase Clause.
 20. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows: In case of Dispute or difference arising between the Purchaser and a domestic supplier 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, 1996, 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, Dharwad Campus and if he is unable or unwilling to act, to the sole arbitration of some other person 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.
 21. For any queries with regard to terms and conditions of this tender, please write to purchase_dharwad@nfsu.ac.in or can be contacted at +91 836 200 2641/ +91 836 200 2614

Special Terms and Conditions

1. Scope of Supply and SITC

- a) The scope of work includes Supply, Installation, Testing, Commissioning (SITC) and successful demonstration of the Computer Forensic Academic Programme, including all licensed modules, features, and utilities as specified in the technical specification.
- b) Demonstration shall cover forensic acquisition, analysis, reporting, and academic use cases, as required by the End User.
- c) In case the software is initially deployed at a temporary campus or interim location, the bidder shall: Reinstall, Reconfigure, Re-commission of the complete forensic academic programme at the permanent campus, at no additional cost, even if the original warranty/support period has expired.

2. Platform Compatibility

- a) The forensic programme must support Windows, macOS, and Linux platforms.
- b) Platform & Environment Compliance: The Computer forensic programme must support Windows, macOS, and Linux platforms. The software shall function in offline / air-gapped environments without mandatory internet connectivity and any cloud-based features shall be optional and user-controlled.

3. Bidder Qualifications

- a) The bidder shall submit performance certificates from at least three (03) clients for similar forensic

academic software supplied within the last three (03) years. Each certificate must include verifiable email ID and mobile number of the client authority. Installation reports alone shall not be accepted as performance certificates. If adverse feedback or poor performance is confirmed during verification, the bid shall be liable for rejection.

4. Completeness and Documentation

- a) The vendor shall supply all required software modules, licenses, and accessories necessary for full operation of the forensic academic programme. No essential feature shall be quoted as optional if required to meet the technical specification.
- b) Bidder shall submit: Product brochure, technical catalogue and specification compliance documents.

5. Indemnity: Bidder indemnifies buyer against licensing disputes; replaces invalid licenses at own cost.

6. License type and scope

- a) Licenses shall be Educational / Academic for NFSU, permitting academic/training use only; perpetual for supplied version, with 01 instructor + 30 student concurrent network seats.
- b) The software shall be supplied as an Educational / Academic License in the name of National Forensic Sciences University, Dharwad Campus, for academic and training use only.
- c) License shall permit installation and use strictly for teaching, laboratory exercises, research and internal academic projects;
- d) The license shall be perpetual (non-expiring) for the version supplied, with rights to use all minor updates released during the warranty / support period.
- e) Offline activation supported; no usage caps on cases/images beyond OEM limits. Genuine OEM certificates required at SITC.

7. License configuration - Computer Forensic Academic Programme

- a) The bidder shall supply an academic license bundle consisting of 01 instructor dongle and 30 student / user network licenses, enabling simultaneous access by 1 instructor and minimum 30 students as per technical specification.
- b) Network license shall support concurrent use from the university LAN (wired / wireless) without any additional license cost per lab machine beyond the 30 concurrent users.
- c) Any mandatory license server component, if required, shall be supplied, installed and configured by the bidder without extra cost.

8. Licensing, activation and documents

- a) Licenses shall be genuine, legal and directly procured from OEM / OEM authorized partner, in the name of NFSU, with no subscription registered to the bidder's organization.
- b) The bidder shall provide:
 - OEM license certificate / entitlement document,
 - Purchase proof / license summary showing quantity, type, validity and licensee name,
 - Activation keys / dongles, and
 - Download links / media.
- c) Offline activation / license use shall be supported for lab machines that are not permanently connected to the internet, if required by buyer.

9. Usage restrictions and compliance

- a) Software shall not include any usage cap (cases, images, items, size) other than OEM's standard technical limits; no artificial restriction based on time, investigation count or number of cases is permissible for the academic license.
- b) The bidder / OEM shall ensure that the supplied license permits use of all features requested in the technical specifications: evidence imaging, indexing, carving, analytics, visualization, reporting, password recovery and other listed modules.
- c) Bidder shall indemnify the buyer against any claim arising out of use of pirated, improperly licensed or non-compliant software; in such case bidder shall replace the license at own cost and bear any legal / financial consequences.

10. Warranty, support and updates (software)

- a) The bidder/OEM shall provide minimum three (03) years onsite comprehensive OEM warranty and technical support, effective from the date of final acceptance. The warranty shall include software updates, patch fixes, technical assistance, documentation support; OEM warranty certificates must be submitted at the time of commissioning.
- b) During warranty / support period, bidder / OEM shall provide:
 - Free updates / patches / minor upgrades of the licensed version;
 - Remote / on-site technical support for installation, activation and operational issues;
 - Assistance in re-hosting / re-activation in case of hardware change, system crash or OS upgrade, without additional license fee.
- c) Response time for license / activation / critical functional issues shall not exceed 2 working days, failing which the buyer may get the issue resolved from third party / OEM at risk and cost of bidder, in addition to applicable penalties under GeM GTC.
- d) Post-Warranty: AMC/CMC quotes optional; 4 free services during warranty.

11. Installation, training and documentation

- a) Bidder shall install, configure and activate the Computer Forensic Academic Programme on the designated lab systems / license server at NFSU Dharwad Campus within 30 days of supply, along with basic configuration of cases, users and storage paths.
- b) Bidder shall provide at least one day on-site training for faculty and lab staff covering: imaging, processing, indexing, analytics, reporting, and license administration for academic use.
- c) OEM user manuals, installation and administration guides and EULA / license terms shall be provided in soft copy to the university.

12. Transfer, renewal and audit

- a) License shall be tied to NFSU Dharwad Campus and shall not be transferable to third parties, except intra-NFSU transfer with prior written consent of OEM and buyer.
- b) If OEM changes licensing scheme (for example, moving to subscription) during warranty period, the OEM / bidder shall ensure continuity of academic use for the remaining warranty period at no additional cost to buyer.
- c) OEM reserves the right to audit license compliance as per standard EULA; any such audit shall be coordinated through the buyer and conducted without disruption of academic activities. No direct demand shall be made on end users / students.

13. Data privacy and security

- a) No case data, images, hash sets or student information shall be transmitted outside the NFSU network without written permission of the buyer; all cloud-based features, if any, shall be disabled unless explicitly approved.
- b) Support access to NFSU systems (remote desktop / VPN) shall be provided only with prior written approval for specific incidents and shall be logged by the university.

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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.

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 Dhawad
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**

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.

7. **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.

8. **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.

9. **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.

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

5

, Place for Training

NFSU Dharwad Campus

and Duration of training

5

days.

12. 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:

accessories and required supported software

.

13. 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.

14. 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.

15. 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)

16. 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.

17. 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.

18. **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.

19. **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.

20. **Service & Support**

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

21. **Service & Support**

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

22. **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.

23. **Warranty**

Warranty period of the supplied products shall be as given in specifications 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.

24. **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

as mentioned in the tender document

(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)

25. **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.

26. **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-imburse the cost of such service / rectification to the Buyer.

27. **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 value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

28. **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

29. **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 [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.
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 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.

[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---