

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-03-2026 13:30:00
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	Women Safety Division
संगठन का नाम/Organisation Name	National Forensic Sciences University
कार्यालय का नाम/Office Name	382007
वस्तु श्रेणी /Item Category	Internet Bandwidth and Replication Service - Internet Leased Line; Goverment Service provider; Class A; Unified; 512
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	40 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
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification 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	2
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
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	26

(a).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, PB Road, Belur Industrial Area, Dharwad-11
 (Campus Director, National Forensic Sciences University Dharwad Campus)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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	100

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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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.
5. 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

Internet Bandwidth And Replication Service - Internet Leased Line; Goverment Service Provider; Class A; Unified; 512 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Internet Leased Line
Types of Service providers	Goverment Service provider
License of Internet lease line (ILL)	Class A
License of Lease Line (LL/PP)	Unified
Bandwidth Capacity (In Mbps)	512
DDOS with Internet Lease line Services	Yes
Latency within India	Less than 60 ms
Latency outside India	Less than 180 ms
Packet Drop (In percentage)	less than 1
Type of Media	Fibre
Link Type(Manageability)	Managed
Static IP required (For ILL)	16
Router/ Networking Accessories	Provided by Seller
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Links	अतिरिक्त आवश्यकता /Additional Requirement
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	<ul style="list-style-type: none"> Number of months for which service is required : 24

क्रेता द्वारा जोड़ी गई बिट की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. Buyer Added Bid Specific ATC

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GENERAL TERMS AND CONDITIONS

1.0 COMMENCEMENT OF SERVICES:

The Contractor shall ensure commencement and successful commissioning of the Internet Leased Line (ILL) services within 4 weeks from the date of issuance of the Work Order/Contract. The link will be tested for a period of 2 weeks after installation and before formal acceptance.

1.1 DURATION OF THE CONTRACT:

The contract will be initially for a period of 2 year, which may be renewed annually for a further period at the option of the University on the same or mutually agreed terms and conditions, subject to satisfactory performance by the bidder.

1.2 TERMS OF PAYMENT:

1.2.1 Goods and Services Tax (GST): GST shall be reimbursed by NFSU, Dharwad Campus, subject to submission of authentic and verifiable evidence of payment, duly attached with the monthly bill.

1.2.2 Submission of Monthly Bills: The Contractor/successful bidder shall raise invoices on a **quarterly basis** at the end of each quarter. Bills must be accompanied by:

- a) Link availability/uptime reports generated by the Network Management System (NMS).
- b) Latency and packet drop reports for the preceding 3 months.
- c) Any other documents required by the Competent Authority of NFSU, Dharwad Campus.

1.2.3 Tax Deduction at Source: In accordance with the provisions of the Income Tax Act and any other applicable statutory laws, NFSU, Dharwad Campus shall deduct Income Tax and applicable surcharges at the prevailing rates from the gross bill amount.

1.2.4 Mode and Timing of Payment:

- All payments shall be made strictly on a post-quarterly basis. No advance payment shall be made under any circumstances.
- Payment shall normally be released within 30 (thirty) days from the date of submission of the complete and duly verified bill, subject to scrutiny and approval.

1.2.5 Price Validity: Quoted rates must remain unchanged during the period of validity and throughout the contract period. Any reduction in tariff during the contract period shall be passed on to the University.

1.2.6 Incomplete or Disputed Bills: Any bill not accompanied by the prescribed supporting documents, or any bill found to be incorrect, incomplete, or disputed for any reason, shall not be considered due or payable until the deficiency/dispute is resolved to the satisfaction of the Institute.

1.3 PERFORMANCE & SECURITY DEPOSIT:

1.3.1 Standard of Performance: The Contractor shall provide a minimum Network Uptime of 99.5% per month.

1.3.2 Submission of Performance Security:

- i. The Contractor shall be required to submit a **Performance Security Deposit** within **30 (thirty) days** from the date of issuance of the GeM Contract.
- ii. In the event of failure to submit the Performance Security Deposit within **sixty (60) days** from the date of GeM Contract, the contract shall be liable for termination. The Contractor shall further stand debarred from participation in any re-tender process for the same work/item. Submission of a Performance Guarantee Bond is mandatory.

1.3.3 Amount and Mode of Security:

- i. The Performance Security Deposit shall be equivalent to **Five percent (5%) of the total contract value**.
- ii. The Performance Security shall be submitted prior to the commencement of services or within **30 days** from the date of acceptance of the Purchase Order, whichever is earlier.
- iii. The Performance Security may be furnished as **Demand Draft (DD), Fixed Deposit Receipt (FDR), or Bank Guarantee (BG)**, strictly in the prescribed format.

1.3.4 Validity of Performance Security: The Performance Security shall remain valid for a period extending at least **sixty (60) days beyond the contract period**, calculated from the date of issuance of the GeM contract. Such validity shall ensure that NFSU, Dharwad Campus is secured against any default, non-performance, or breach by the Contractor during the contractual obligations or within the claim period.

1.3.5 Forfeiture of Performance Security:

- i. If the Contractor defaults in performing its obligations under this Contract, or in case of any outstanding dues towards NFSU, Dharwad Campus (including fines, penalties, damages, or other recoveries), NFSU, Dharwad Campus shall be entitled to invoke and appropriate the Performance Security, in full or part, without prejudice to its other rights under law or contract.
- ii. In the event that the recoverable losses or damages exceed the Performance Security amount, NFSU, Dharwad shall be entitled to recover the balance from the Contractor by legal proceedings or any other mode permissible under law.

1.4 PENALTY:

1.4.1 Uptime Penalty: If the monthly uptime falls below 99.5%, deductions will be made from the quarterly bill as follows:

- I. More than or up to 99.5% uptime then penalty = 0% of billed value.
- II. Less than 99.50% and more than or equal to 98.5% then penalty = 1% of billed value.
- III. Less than 98.5% and more than or equal to 97.00% then penalty=3% of billed value.
- IV. Less than 97.0% and more than or equal to 95.0% then penalty = 5% of billed

- value
- V. Less than 95.0% and more than or equal to 90.0% then penalty =7% of billed value.
- VI. Less than 90.0% then penalty=10% of billed value.

1.4.2 Resolution Delay: The fault must be rectified within 12 hours of reporting. Failure to do so will attract a penalty of ₹1,000 per instance or as per GeM SLA.

1.4.3 Latency & Packet Loss: If latency exceeds 50ms or packet loss exceeds 1%, the link will be treated as "down" for uptime calculations until restored.

1.4.4 In addition, penalties shall be levied in accordance with the provisions of the **GeM Service Level Agreement (SLA)**, as applicable.

1.5 COMPLIANCE WITH LAWS

1.5.1 Regulatory Adherence: The Contractor shall ensure that local loop provisioning does not violate any regulations laid by the **Government of India / TRAI / DoT**.

1.5.2 Security Compliance: All terminal equipment must comply with the latest NSCS guidelines. The link must be resilient against DDoS attacks.

1.5.3 Statutory Charges: The Service Provider is solely responsible for all payments towards local loop charges, rentals, and WPC charges.

1.6 ASSIGNMENT AND SUBLetting

1.6.1 The Contractor/Agency/Successful bidders shall not assign, transfer, or sublet this contract or any part thereof to any third party.

1.6.2 Furthermore, the tender is non-transferable, and each tenderer shall submit only one tender.

1.7 HARDWARE AND INFRASTRUCTURE

1.7.1 The Contractor shall provide all necessary hardware (Routers, Modems, OFC, Racks) at their own cost. The University will only provide raw UPS power and space.

1.8 COST OF REPAIRS:

1.8.1 Any loss or damage to public property between the start date and the end of the completion period, arising from acts or omissions of the Contractor or its personnel, shall be made good by the Contractor at its own cost.

1.9 FALL CLAUSE:

1.9.1 The Bidder undertakes that they have not supplied, and are not currently supplying, a similar product, system, or service at a price lower than that offered in the present bid to any other Ministry or Department of the Government of India, State Government, or PSU.

1.9.2 If at any stage during the contract period it is found that the Bidder supplied a similar service to any other government organization at a lower price, that lower price (with due allowance for elapsed time) shall be applicable to the present contract.

1.9.3 The difference in cost shall be refunded by the Bidder to the University or adjusted against pending bills.

1.10 MONITORING AND REPORTING:

- 1.10.1 NMS Access:** The Service Provider shall provide the University with a web portal, including User ID and Password, to access the **Network Management System (NMS)** for real-time monitoring of the link.
- 1.10.2 Parameter Reports:** The system must provide online charts and reports for the preceding **3 months**, covering Link Utilization, Uptime/Downtime, Latency, and Packet Dr ops.
- 1.10.3 Monthly Reviews:** Performance and usage reports must be submitted on a monthly basis or as required by the University for bill processing.

1.11 SITE SURVEY AND FEASIBILITY:

- 1.11.1 Mandatory Survey:** Bidders must carry out a detailed site survey at their own cost to familiarize themselves with local conditions before submitting the bid.
- 1.11.2 No-Claim Status:** No financial adjustment or additional claims shall be permitted later based on a lack of clarity regarding site conditions or local factors.

1.12 CYBER SECURITY AND THREAT MITIGATION:

- 1.12.1 DDoS Protection:** The provided link must be resilient against all types of cyber-attacks, specifically **Distributed Denial of Service (DDoS)** attacks.
- 1.12.2 Security Guidelines:** All terminal equipment and software offered as part of the contract must not contain embedded malicious code and must comply with the latest **NS CS guidelines**

1.13 TERMINATION:

- 1.13.1** Termination on expiry of the Contract.
- 1.13.2** Termination on account of Force Majeure- Either party shall have the right to terminate his Contract on account of Force Majeure.
- 1.13.3** Termination on Account of Insolvency.
- 1.13.4** The Contractor shall be bound by the particulars furnished at tender submission or subsequently. Furnishing of false documents at any stage shall be treated as breach of contract, entailing termination, forfeiture of Performance Security, and legal action as applicable.
- 1.13.5** Either party to the contract may terminate the contract on one month's notice.
- 1.13.6** In the event of any breach of the terms and conditions of this Agreement/Contract by the Agency, the Competent Authority of NFSU, Dharwad Campus shall have the absolute right to terminate the contract without assigning any reason. Upon such termination, NFSU, Dharwad Campus shall have no obligation to make any further payments to the Agency. Further, the Security Deposit furnished by the Agency shall stand forfeited in full in favor of NFSU, Dharwad Campus.
- 1.13.7** The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of the contract.

1.14 ARBITRATION:

1.14.1 In the event of any dispute or difference arising out of or relating to this Agreement, including its interpretation or payment obligations, the parties shall first attempt to resolve the matter through mutual consultation and negotiation.

1.14.2 If such attempts at conciliation fail to resolve the dispute within 30 (thirty) days, either party may request the Campus Director, NFSU, Dharwad Campus, to appoint a Sole Arbitrator to adjudicate the matter.

1.14.3 The Sole Arbitrator shall be appointed by the Campus Director, NFSU, Dharwad. In the event the appointed arbitrator refuses, is unwilling, becomes incapable of acting, or his mandate is terminated under law, a substitute arbitrator shall be appointed in the same manner from among a panel of three persons submitted by the claimant.

1.14.4 The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments or rules made thereunder, as applicable.

1.14.5 The award of the Sole Arbitrator shall be final and binding on both parties

1.15 The Campus Director, NFSU, Dharwad Campus reserves the right to withdraw/modify/add/relax any of the terms and conditions mentioned above to overcome the problem encountered at a later stage.

1.16 In addition to the above Buyer Specific Terms & Conditions, ATC, GTC, SLA and other T& C of GeM shall also be applicable to the contract.

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF WORK

1.1 CONNECTING STANDARDS

1.1.1 Service Type: Provision of a dedicated, managed Internet Leased Line (ILL) with a 1:1 contention ratio (Symmetric Link) in full duplex mode.

1.1.2 Bandwidth Capacity: Dedicated, uncompressed, and unshared bandwidth (e.g., 500 Mbps) as specified in the work order.

1.1.3 Media & Last Mile: Connectivity must be provided exclusively via Optical Fiber Cable (OFC), utilizing underground armored cables for maximum durability.

1.1.4 Redundancy: The network must feature in-built redundancy using a ring or mesh topology to ensure automatic traffic rerouting in the event of a primary fiber cut or path failure.

1.1.5 The Bidder shall provide managed DDoS Mitigation services (Always on) with a scrubbing capacity of at least **twice the subscribed bandwidth** (e.g., if 500 Mbps is ordered, mitigation should handle 1 Gbps)

s of attack traffic) to ensure link availability during volumetric attacks

1.1.6 The Service Provider shall ensure that the local loop provisioning and the entire network architecture strictly adhere to the regulations laid down by the **Government of India, TRAI, and the Department of Telecommunications (DoT)**. Any legal or financial liability arising from regulatory violations shall be the sole responsibility of the bidder.

1.2 INSTALLATION & COMMISSIONING

1.2.1 End-to-End Execution: The bidder is responsible for all aspects of the project, including site survey, digging, fiber laying, and obtaining necessary Right of Way (ROW) or statutory clearances.

1.2.2 Terminal Equipment: The Service Provider shall provide the necessary Router or Switch required specifically for Point-to-Point link activation between the ISP Node and the University campus, ensuring end-to-end management up to the University's hand-off point.

1.2.3 The scope includes the deployment of fiber and cabling **up to the designated Ethernet Port** within the University's existing local area network (LAN) rack, providing a clear 'Plug-and-Play' hand-off.

(The hand-off shall be on **1000Base-T (Copper) or 1000Base-SX/LX (Fiber)** as per the requirement of the University's firewall.)

1.2.4 Security & IP Schema: * Hardware must comply with the latest NSCS guidelines and provide resilience against DDoS attacks.

- Provision of a minimum of 16 Public IPv4 addresses including Reverse Lookups.
- Configuration of the IP plan and required routing protocols is the sole responsibility of the bidder.

1.3 TECHNICAL PERFORMANCE PARAMETERS (SLA)

Parameter	Performance Requirement
Network Uptime	Minimum 99.5% calculated on a 24/7/365 basis per month.
Domestic Latency	Less than 50ms to NIXI peering and major gateways (Google/Yahoo).
Packet Loss	Strictly less than 1% (averaged over 1000 pings)
Throughput	Minimum of 95% of the allotted bandwidth at all times.
Bandwidth Scaling	Upgradability must be completed within three weeks of a formal request.

1.4 MONITORING, SUPPORT, & MAINTENANCE

1.4.1 Network Management System (NMS)

The bidder must provide a web-based portal with administrative access for University IT staff to monitor:

- i. Live Metrics: Real-time visibility of link availability and utilization (MRTG graphs).
- ii. Automated Alarms: Instant alerts for hardware or link faults.
- iii. Reporting: Automated Daily, Monthly, and Quarterly reports covering Uptime percentages and Root Cause Analysis (RCA) for any downtime.

1.4.2 Support & Maintenance

- iv. 24x7 NOC: A fully functional Network Operation Center must be available for fault reporting.
- v. Response & Resolution: Fault attendance within 1 hour; hardware replacement/rectification within 8 to 12 hours.
- vi. Maintenance: Mandatory preventive maintenance of the fiber route and systems at least once per quarter.
- vii. Warranty: A 3-year Comprehensive Annual Maintenance Contract (CAMC) for all provided hardware must be included.
- viii. Liaisoning: The bidder is solely responsible for obtaining Right of Way (ROW) clearances and making all payments for local loop rentals or WPC charges.

4. Generic

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

NFSU Dharwad
WALMI Campus
Near High Court Dharwad
Belur Industrial Area
Dharwad-11

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5. 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.

6. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

7. 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.

8. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. Service & Support

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

10. Service & Support

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

11. 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.

12. 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.

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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 नियिदा 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---