



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5228280 Dated/दिनांक : 31-07-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-08-2024 10:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-08-2024 10:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence	
Department Name/विभाग का नाम	Department Of Military Affairs	
Organisation Name/संगठन का नाम	Indian Army	
Office Name/कार्यालय का नाम	******	
Total Quantity/कुल मात्रा	4	
ltem Category/मद केटेगरी	Workstation (Q2) , Liquid Crystal Display LCD Panel or Monitors (Q2) , Laminators (Q3)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत दर्नओवर (गत 3 वर्षों का)	48 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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	

Bid Details/बिड विवरण		
Past Performance/विगत प्रदर्शन	50 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Workstation	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	20000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	3000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	15000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	36

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी:

GSO1MIS

Hq 10 Corps Gs IS, Department of Military Affairs, Indian Army, Ministry of Defence (Kumar Aditya)

## Splitting/विभाजन

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

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No

## **Details of the Competent Authority for MII**

Name of Competent Authority	Deepak Malhotra
Designation of Competent Authority	Under secretary to the GOI
Office / Department / Division of Competent Authority	Ministry of Defence
CA Approval Number	B/04001/Policy/MIi/DDGIT(T&P
Competent Authority Approval Date	01-04-2024
Brief Description of the Approval Granted by Competent Authority	Sanction of Hon'ble Minister of Defence for the exemption from Make in India claus

Competent Authority Approval for not opting Make In India Preference : View Document

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product

having highest value should meet this criterion.

- 5. 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.
- 6. 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.
- 7. 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.
- 8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

#### **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Workstation	1
Schedule 2	Liquid Crystal Display Lcd Panel Or Monitors	2
Schedule 3	Laminators	1

## Workstation (1 pieces)

### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Туре	Form Factor	Desktop
Processor	Processor Make	Intel, AMD
	<b>Processor Generation</b>	NA, 10, 11, 12, 13 Or higher
	Number of Cores per Processor	18, 20, 22, 24, 26, 28, 30, 32, 64, 36, 56 Or higher
	Processor Base Frequency (GHz)	3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3, 5.2 Or higher
	Processor Description	Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher
	Processor Number	Intel Xeon W-3235, Intel Xeon W-3245, Intel Xeon W-3245M, Intel Xeon W-3265, Intel Xeon W-3265M, Intel Xeon W-3275, Intel Xeon W-3275M, Intel Xeon W-2235, Intel Xeon W-2255, Intel Xeon W 10855M, Intel Xeon W 10885M, Intel Xeon W 1290P, Intel Xeon W 1290, Intel Xeon W 1270P, Intel Xeon W 1270, Intel Xeon W 1250P, Intel Xeon W 1250P, Intel Xeon W 1250P, Intel Xeon W 1390P, Intel Xeon W 1390P, Intel Xeon W 1390P, Intel Xeon W 1350P, Intel Xeon W 1370P, Intel Xeon W 1370P, Intel Xeon W 1370P, Intel Xeon W 1350P, Intel Xeon W 1350P, Intel Xeon W 3495X, Intel Xeon W 3475X, Intel Xeon W 3465X, Intel Xeon W 3475X, Intel Xeon W 3465X, Intel Xeon W 3375, Intel Xeon W 3435X, Intel Xeon W 3365, Intel Xeon W 3335, Intel Xeon W 3435X, Intel Xeon W 3345, Intel Xeon W 3423, Intel Xeon W 3423, Intel Xeon W 3445, Intel Xeon W 3445, Intel Xeon W 3445, Intel Xeon W 3423, Intel Xeon W 3445, Intel Xeon W 3423, Intel Xeon W 3445, Inte
	Number of Sockets populated with the Processors	1, 2 Or higher
Motherboard	Chipset Number	Intel C422, Intel C621, Intel C622, Intel C624, Intel X99, Intel X299, Intel W680, Intel Q670, Intel W790, Intel C741 Or higher
	Expansion Slots (PCle x 1) (Number)	1, 2, 3, 4 Or higher
	Expansion Slots (PCle x 4) (Number)	1, 2, 3 Or higher
	Expansion Slots (PCle x 8) (Number)	1, 2 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Expansion Slots (PCIe x 16) (Number)	2, 3, 4 Or higher
Graphics	Graphics Type	Dedicated/Discrete
	Number of Graphic Cards	1, 2, 3, 4 Or higher
	Graphic Card Description	nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV100 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional
Memory	RAM Speed (MHz)	2933, 4800, 5200 Or higher
	Type of Memory	ECC RDIMM
	RAM Size (GB)	128, 256, 512, 1024, 2048, 3072, 4096, 192, 384, 768, 1536 Or higher
	RAM Expandability upto using spare DIMM Slots (GB)	256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher
Primary Storage /Boot Drive	Type of Drives used to populate the internal Bays	PCIe
	RAID for Operating System	0, 1, NA
	Capacity of each Drive (GB)	512, 600, 768, 800, 900, 1000, 1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher
Secondary Storage	Type of Drives used to populate the Internal Bays	SATA
	Number of Internal Bays populated with SATA Drive	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Each SATA Drive Capacity (GB)	2000, 4000, 8000, 6000 Or higher
	Total SATA Drive Capacity (GB)	4000, 8000, 5000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000 Or higher
	Number of Internal Bays populated with SAS Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SAS Drive (GB)	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher
	Total SAS Drive Capacity (GB)	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher
	Number of Internal Bays populated with SSD Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SSD Drive (GB)	128, 256, 512, 1024, 2048, 800, 0 Or higher
	Total SSD Capacity (GB)	128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Number of Internal Bays populated with PCIe Drive	0, 1, 2, 3, 4, 5, 6, 7, 8 Or higher
	Capacity of each PCIe Drive (GB)	128, 256, 512, 1024, 2048, 0 Or higher
	Total PCIe Drive Capacity (GB)	128, 256, 512, 1024, 2048, 4096, 0, 1536, 6144 Or higher
RAID	RAID level	0, 1, 5, 1+0
	Number of RAID Controller Ports	8, 10 Or higher
	Speed of RAID Controller Ports (Gbps)	6, 12 Or higher
Connectivity	Type of Ethernet Ports	Single Gigabit NIC 10/100/1000
	Number of Ethernet Ports	2, 3, 4, 6 Or higher
	Wireless Connectivity	Yes, No Or higher
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11b/g/n, Wi-Fi 802.11ac, NA, Wi-Fi 6E AX211 BT 5.2, Wi-Fi 6 AX200 & BT 5.2, Wi-Fi 6 AX201 (2x2) and BT 5.2 Or higher
	Bluetooth Connectivity	Yes, No Or higher
	If Yes, Version of Bluetooth Available	4, 4.1, 4.2, 5, 0 Or higher
Ports	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	8, 9, 10 Or higher
	Number of USB Type C Ports	2 Or higher
	Number of DP Ports	4, 6, 8, 9, 12, 16 Or higher
Display	Display Availability	Integrated, Monitor, NA
	Display Size (cm)	35 - 39, 40 - 44, 45 - 49, 49.5 - 53.5, 54 - 56, 58- 61, 63 - 67, 68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130, NA Or higher
	Display Type	Non Touch, Touch, NA Or higher
	Panel Type	Flat, Curved, NA Or higher
	Panel Technology	IPS, TN, VA, OLED, NA Or higher
	Display Resolution (Pixels)	1366×768, 1440 x 900, 1600 x 900, 1920×1080, 1920 x 1200, 3200×1800, 3840 x 2160, 2560 x 1080, 2560 x 1440, 2560 x 1600, 3440 x 1440, 3840 x 1600, 5120 x 1440, 7680 x 4320, NA Or higher
Power	Redundant Power Supply	Yes, No Or higher
Input Devices	Mouse Connectivity, If available	Wired, Wireless Or higher
	Type of Mouse, If available	Optical Scroll
	Keyboard Connectivity, if available	Wired, Wireless Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of Keyboard, if available	Standard, Bilingual, Standard with Rupee Symbol Or higher
Generic	Optical Drive	DVD R/W
	Type of Bundled Software	Standard Performance Improvement Software, Artificial Intelligence Based Performance Improvement Software, Remote Collaboration Software & Performance Advisor Or higher
Warranty	On Site OEM Warranty (Year)	3, 4, 5 Or higher

## Additional Specification Parameters - Workstation ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
make of processor	AMD and Intel processor alongwith supporting motherboard is allowed to participate in this bid.	

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	******BATHINDA	1	45

# **Liquid Crystal Display LCD Panel Or Monitors (2 pieces)**

## Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Screen Size (Diagonal) (cm)	82-92
	Panel Type	In Plane Switching (IPS)
	Resolution (Pixels)	3440 x 1440

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Aspect Ratio	21:9
	Brightness (Nits)	300, 350, 1000, 3000 Or higher
	Native Contrast Ratio (Minimum)	1000 : 1
	Antiglare Coating	Yes
	TCO Certification	NA
	On Site OEM Warranty (Year)	3
	Technology	LED Backlit

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******BATHINDA	2	45

## Laminators (1 pieces)

# Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Type and	Type of Laminators	Roll to Roll Hot
Dimensions	Size of Laminators (Width) (mm)	1016
	Lamination Film (Thickness) (microns)	322
Operating Parameters	Operating Temperature (degree C)	158

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******BATHINDA	1	45

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

#### 1. 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.

#### 2. 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-of-life by the OEM before this period.

#### 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 5. Generic

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

### 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

**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

#### 8. Generic

# NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

#### 1. I M/s.

#### Bidder

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

#### 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

### 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.

#### 11. Generic

IT equipment shall be IPv6 ready from day one.

#### 12. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 13. **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.

## 14. Financial Criteria

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

## 15. Certificates

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

#### 16. 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.

## 17. 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.

## 18. Service & Support

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

## 19. 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.

### 20. 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.

## 21. Service & Support

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

## 22. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Certificate from the OEM declaring that the product is not being manufactured in a country sharing land border with India. No product (including Processors and Memory Storage Device incorporated in the Product) originating from Land Border Sharing Countries will be accepted, in accordance with Rule 144(xi) of GFR 2017 and orders issued on the subject from PPD, Deptt of Expenditure, Min of Fin, GOI. OEM should also specify the following: -
- a. Country of Origin of each Product
- b. Country of Origin of Processor and Memory Storage Device incorporated in each product.
- 2. **Blacklist and Debarred:** OEM or Bidder must not be blacklisted or debarred or stopped from doing business in accordance with Rule No 151 of GFR 2017 to be read in conjunction with Office Memorandum Np F/20/2018-PPD dt 02 Nov 20 21. Bidder to upload Notarized attested declaration on affidavit along with the b id.
- 3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- 4. **Rejection of Bids**. Canvassing by the bidder in any form, unsolicited letter and po st bidder correction may invoke summary rejection with the forfeiture of EMD. Condit ional tenders will be rejected.

- 5. All software will be delivered as installation DVDs/ CDs.
- 6. <u>Payment Terms</u>. Being a Defence Organization, payments will be made through Pri nciple Controller of Defence Accounts, Chandigarh. Hence, it will be mandatory for the Bidders to register their Firm on GeM Portal and update their bank details on GeM Portal correctly. Therefore, payment of the project will be done by Principle Controller of Defence Accounts, Western Command (PCDA, Chandigarh) directly in respective firms bank account. If any bank details of the firms are incorrect on GeM Portal, Consignee/HQ 10 corps C/o 56 APO is not liable for payments for the project.
- 7. **Replacement**. To be provided in case in-situ repair is not possible.
- 8. <u>Liquidated Damages (LD)</u>. In the event of the Seller's failure to submit the Bonds ( uarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, with hold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above/installation for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of undelivered/delayed items/services/stores.
- 9. **Termination of Contract**. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -
  - (a) The delivery of the material is delayed for more than **(01 month)** after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The Buyer has noticed that the Seller has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individ ual/company etc.
- 10. **Amendments**. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 11. **Advance Payments**. No advance payments will be made.
- 12. <u>Inspection Authority</u>. The Inspection will be carried out by a board of officers d uly constituted at buyers premises. The mode of Inspection will be Departmental Inspection.
- 13. Patents and other Industrial Property Rights. The prices stated in the prese nt Contract shall be deemed to include all amounts payable for the use of patents, co pyrights, registered charges, trademarks and payments for any other industrial prope rty rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the prev ious paragraphs, whether such claims arise in respect of manufacture or use. The Sel ler shall be responsible for the completion of the supplies including spares, tools, tec hnical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned a bove.

- 14. <u>Fall Clause</u>. The following Fall clause will form part of the contract placed on successful Bidder:-
  - (a) The price charged for the stores supplied under the contract by the Seller s hall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization includin g the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Ord ers placed during the currency of the rate contract is completed.
  - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organization including the Buyer or a ny Departments of central Govt or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall fort hwith notify such reduction or sale or offer of sale to the Director general of Su pplies & Disposals and the price payable under the contract for the stores of su ch reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
  - i. Exports by the Seller.
    - (ii) Sale of goods as original equipment at price lower than the prices ch arged for normal replacement.
    - (iii) Sale of goods such as drugs which have expiry dates.
    - (iv) Sale of goods at lower price on or after the date of completion of sal e/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

## 15. Risk & Expense clause.

(a) Should the stores or any installment thereof not be delivered within the tim e or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the r

ight to recover liquidated damages as a remedy for breach of contract, to decl are the contract as cancelled either wholly or to the extent of such default.

- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUY ER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stor es remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stor es procured from any other supplier as the case may be, over the contract pric e appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

## 16. Force Majeure Clause.

- (a) Neither party shall bear responsibility for the complete or partial nonperfor mance of any of its obligations (except for failure to pay any sum which has be come due on account of receipt of goods under the provisions of the present co ntract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military oper ation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligat ion under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other c ompetent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminat e the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other

than reimbursement on the terms provided in the agreement for the goods received.

- 17. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder:-
  - (a) **Franking Clause in the case of Acceptance of Goods.** "The fact that t he goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
  - (b) <u>Franking Clause in the case of Rejection of Goods</u>. "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.
- 18. Not withstanding any of the provisions or limitations laid down by the buyer, if a Bidder finds that the same have been superseded or are in variance with go vernment policies/ orders on the subject, the Bidder is advised to participate in this Bid and provide suitable justification and supporting documents validating his/her participation.

23. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <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.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जम की सामन्य शतों के खंड 26 के सदर्श में भारत के साथ भूमि सीमा साझा करने वाल देश के बिहर से खंदि पर प्रतिबंध के सबध में भारत के साथ भूमि सीमा साझा करने वाल देश का कोई भी बिहर इस विविदों में बिह देने के लिए तभी पर प्रतिबंध के जान करना होगा और कोई भी गलत है। विह देने वाला सक्षम प्रधिकारों के पास पजीकृत हो।बिह में भाग लेते समय बिहर 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 कारवाई का आधार होगा।

---Thank You/धन्यवाद---