



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5286619
Dated/दिनांक : 29-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-09-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-09-2024 19:30:00
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 Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Central Reserve Police Force (crpf)
Office Name/कार्यालय का नाम	Dte. Genl.
Total Quantity/कुल मात्रा	50
Item Category/मद केटेगरी	Desktop Computers (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	15 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	60 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *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
Past Performance/विगत प्रदर्शन	40 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	30
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	60000

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).	62

(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 दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

COMANDANT
THE COMMANDANT 6 SIGNAL BN DHURWA RANCHI JAHARKHAND
(Rajendra Singh Shekhawat)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012

and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Desktop Computers (50 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	Processor Make	Intel, AMD
	Processor Generation	11.0, 12.0 Or higher
	Number of Cores per Processor	6, 8, 10, 12, 16, 14, 24, 22 Or higher
	Processor Description	Intel Core i5, Intel Core i7, AMD Ryzen 5, AMD Ryzen 7, Intel Core i9 Or higher
	Processor Number	AMD Ryzen 7 PRO 5750G, AMD Ryzen 7 PRO 5750GE, AMD Ryzen 7 5700G, AMD Ryzen 7 5700GE, AMD Ryzen 5 PRO 5650G, AMD Ryzen 5 PRO 5650GE, AMD Ryzen 5 5600G, AMD Ryzen 5 5600GE, Intel Core i5 12400, Intel Core i5 12400F, Intel Core i9 12900T, Intel Core i5 12500, Intel Core i5 12600K, Intel Core i5 12600KF, Intel Core i9 11900KF, Intel Core i9 11900K, Intel Core i5 12600, Intel Core i7 12700, Intel Core i7 12700F, Intel Core i7 12700KF, Intel Core i7 12700K, Intel Core i9 12900F, Intel Core i9 12900, Intel Core i9 12900KF, Intel Core i9 12900K Or higher
Motherboard	Chipset Series	Intel Q Series, AMD B Series, AMD Pro Series Or higher
	Chipset Number	Intel Q 470, AMD PRO 565, Intel Q670 Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional
Memory	RAM Size (GB)	8, 16, 32, 64, 128 Or higher
	RAM Expandability up to(using spare DIMM Slots in GB)	64, 128 Or higher
Storage	Type of Drives used to populate the Internal Bays	HDD, SSD, SSHD, SSED, PCIe_SSD, m.2 NVME SSD
	Total HDD Capacity (GB)	1000, 1500, 2000, 2500, 3000, 4000 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Total SSD Capacity (GB)	512, 768, 1024, 2048, 4096 Or higher
	Total SSHD Capacity in addition to 8 GB Flash (GB)	500, 1000, 2000, 0 Or higher
Cabinet	Cabinet Form Factor	SFF (7 to 13 Litres)
Monitor	Monitor Technology	IPS, TN, VA Or higher
	LED Backlit Monitor Size (INCHES)	21.5, 22, 23, 24, 27, 23.8, 32 Or higher
	Monitor Resolution (PIXELS)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher
Warranty	On Site OEM Warranty (Year)	5 Or higher

Additional Specification Parameters - Desktop Computers (50 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
i) Operating system ii) I.O Port	system Diagnostics and software updates -OEM must have an online system hardware diagnostic facility. Must have the facility to download updates of pre-installed software device drivers and firmware on its web site.
iii) recovery media	OEM must support recovery media creation through its website to reinstall the operating system when required and bring the computer back to its original factory condition as configured by the OEM
IV Keyboard /Mouse	Keyboard and mouse should be from same OEM that of main system and the keyboard should have rupee symbol and caps lock on light.
v) Motherboard) vi) Power supply	The OEM logo must have been embossed on the motherboard Vi) min 250 watt.
Processor	Only Intel I5 -12th Gen , AMD Pro Series Or higher acceptable

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Rajendra Singh Shekhawat	834004,HQr,6 SIGNAL BN CRPF, Sembo Dhurwa, PO-Dhurwa, JHARKHAND	50	90

Special terms and conditions-Version:3 effective from 28-10-2023 for category Desktop Computers

1. *'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.*

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS

Sl.No.

1 OPERATING SYSTEM

- (i)** There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form

- (ii)** Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.

- (iii)** Buyers may ensure that MAF shall not be made a mandatory requirement in bids.

- (iv)** If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.

- (v) In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.

- (vi) In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

- (vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

2 REQUIREMENT OF OEM LOGO

- (i) Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

3 CHANGING OR ALTERING THE CONFIGURATION

- (i) The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the purchaser in its original, factory-approved configuration.

4 WARRANTY

- (i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

(ii)

5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES

(i) Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

(ii) In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly

(iv) (ii) Warranty certificate from OEM should be insisted and checked.

(iii) Instruction manuals, and OS installed should be checked

(iv) The machine serial no should also be checked.

- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

- (i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

- (ii) OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

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

1. 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

IT equipment shall be IPv6 ready from day one.

3. 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.

4. Generic

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

THE COMMANDANT
6 SIGNAL BN CRPF
DHURWA
RANCHI
PIN 834004

5. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the

market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. **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.

7. **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 %.

8. **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.

9. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

7

Shelf Life. On the date of supply, minimum

5

usable shelf life should be available / balance.

10. **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.

11. **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.

12. 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.

13. Certificates

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

14. Certificates

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

ISO 9001, ISO 14001, ISO 27001, EPR, BEE, BIS, ROHS OR EQUIVALENT INDIAN CERTIFICATION

15. Service & Support

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

16. Service & Support

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

17. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

18. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

19. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

20. 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.

21. **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

22. **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.

23. **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.

24. **Financial Criteria**

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

25. **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 3 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.

26. **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.

27. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

28. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

THE COMMANDANT 6 SIGNAL BN DHURWA RANCHI
payable at
SBI HEC RANCHI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy

to the Buyer within 5 days of Bid End date / Bid Opening date.

29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

THE COMMANDANT 6 SIGNAL BN DHURWA RANCHI
payable at
SBI HEC SECTOR-2, RANCHI IFSC- SBIN0005596

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

31. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

THE COMMANDANT 6 SIGNAL BN DHURWA RANCHI
payable at
SBI HEC SECTOR-2, RANCHI IFSC- SBIN0005596

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

32. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

33. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 2 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

FINAL CONTRACT PRICE

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

34. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. EMD/BID Security Declaration :-

- (i) The Bidder have to submit EMD/Bid security for the value specified in the Bid Documents in the form as specified duly pledged in the name as mentioned in Bid document/Bank Guarantee from any commercial bank,
- (ii) Non submission of EMD as per Bid requirement or Bid Security Declaration along will be treated as unresponsive and disqualified from further procurement process as per Para 7.3.1(ii) of Manual for Procurement of Goods 2017.
- (iii) **Bid Security format:**

-

Bid Security Declaration

(on Bidder's Letter-head)

Bidder's Name.....
[Address and Contact Details]
Bidder's Reference No.....
Date.....

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Ref: Your Tender / Bid Document No.....dated.....for procurement of DESKTOP COMPUTERS WITH COMPLETE ACCESSORIES - 50 Nos.

Subject:-Bid Security Declaration

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

1) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or

2) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order /contract.

b) Fail or refuse to sign/accept the contract. We know that this bid-security Declaration shall expire if the contract is not awarded to us, upon: receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place [insert place of signing]

B) Successful Bidder can submit the performance security of 3% of the contract value in the form of PBG which is allowed as per GTC of GeM, in the name of The Commandant 6 Signal Bn as p

er the format given below. Bidder has to upload scanned copy/ proof of PBG within 15 days of award of contract besides handing over the physical copy to the BUYER.
Bank Guarantee Format for Performance Security

To

The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Whereas..... (Name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called "the contract"). And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

C) Forms/format:-

1. Undertaking of Acceptance to Bid Specific Terms and Conditions

(On Bidders Letter-head)

Bidder's Reference No.

Bidder's Name

[Address and Contact Details]

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Date.....

Ref: Your Tender / Bid Document No.....dated..... for procurement
of DESKTOP COMPUTERS WITH COMPLETE ACCESSORIES -50 Nos.

I, Shri Proprietor/Managing partner/Partner/Director of M/s
..... is hereby accept all Bid Specific terms and conditions and buyer added specific terms an
d conditions of the subject Bid.

(Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

.....
-
-
-

2. Make in India Status/ Local Content Declaration

(On OEM letter head only)

OEM Reference No..... Date.....

OEM Name

[Address and Contact Details]

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Ref: Your Tender / Bid Document No..... dated..... for procurement of

(GOODS)

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) **Self-Certification of local content for offered product only (in case of bunch Bid primary product as specified in the Bid document):**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age in the offered product	
Location(s) of value addition	

b) We also undertake to provide breakup of local value addition calculated as per “mechanism for calculation of local content” defined vide Meaty(IPHW Division) Notification dated 07/09/2020 or amended from time to time, whenever requested by the buyer entity.

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/

Class-II Local Supplier/

Non-Local Supplier.

3. Penalties for false or misleading declarations:

-

We understand that, false declaration will be in breach of the code of Integrity under Rule 175(1)(i) (h) of the General Financial Rules 2017 for which we the bidder/OEM or its successors can be debarred for up to 2 years as per Rule 151(iii) of the GFR-2017 along with such other actions as may be permissible under law.

..... (Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

4. **Malicious Code Undertaking**

(On OEM Letter Head only)

OEM Reference No.

OEM Name

[Address and Contact Details]

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Date.....

Dear Sirs,

Ref: Your Tender / Bid Document No..... dated..... for procurement of..... GOODS): Malicious Code Undertaking

Subject:-**Malicious code certificate**

We, M/s..... Original Equipment Manufacturer of offered product to hereby certify that:-

a) 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 desired 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.

Yours faithfully,

.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

-

5) Bid Form (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name.....

[Address and Contact Details]

Bidder's Reference No.....Date.....

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Ref: Your Tender / Bid Document No..... dated..... for procurement of DE
SKTOP COMPUTERS WITH COMPLETE ACCESSORIES- 50 Nos.

Sir

Having examined the above-mentioned Bid/Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Our Credentials:

a) We are submitting this bid: -

.. on our behalf and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation on regulatory requirements and authorization for signatories and related documents are submitted (Bidder Information).

Or

as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation on regulatory requirements and authorization for signatories and related documents are submitted (OEM's Authorization).

Or

As agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

Authorised signatory with office seal

Name with designation

E-mail.....Tele. No.....

6. Bidder Information

(On Bidder Letter-head)

(Along with supporting documents, if any)

Bidder's Name.....

[Address and Contact Details]

Bidder's Reference No..... Date.....

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)

Ref: Your Tender / Bid Document No..... dated..... for procurement of DE SKTOP COMPUTERS WITH COMPLETE ACCESSORIES – 50 Nos.

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with The Central Procuring Entity:
- d) Place of Registration/ Principal place of business/ manufacture
- e) Complete Postal Address:
- (f) Pin code/ ZIP code:
- g) Telephone nos. (with country/ area codes):
- h) Mobile Nos.: (with country/ area codes):
- i) Contact persons/ Designation:
- (j) Email IDs:

Documents to be submitted:-A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company –certified copy of its Registration

2) Taxation Registrations:

- (a) PAN number:
- b) Type of GST Registration as per the Act
- c) GSTIN number of Consignor
- d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

.. We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

- a) Full Name:
- b) Designation:
- c) Signing as:

4) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]

.....

7. Experience/Performance Statement

Statement of Supplies during Last Three completed financial Years

-

(On Bidders Letter-head)

Bidder's Reference No.....

Date.....

Bidder's Name

[Address and Contact Details]

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Ref: Your Tender / Bid Document No..... dated..... for procurement of D
ESKTOP COMPUTERS WITH COMPLETE ACCESSORIES - 50 Nos.

Note to Bidders: Fill up this Form with your Experience/past performance during last 3 completed financial years, highlighting their qualification to supply relevant Goods / similar category goods (Sold to Central /State Government organizations/ PSUs/Public Listed firms).Statements and Documents to the experience/Performance Statement may be mentioned and relevant purchase orders/su

Successful completion certificate/End user certificate issued by such organization be attached here.

Sl.No	Order No. & Date	Description of stores or dard	Qty ordered/ supplied	The total value of the order	Status as on date

(Copy of purchase order/Contract to be attached in confirmation to above details) (Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[Name & address of Bidder and seal of company]

8) UNDERTAKING OF CAMC BEYOND WARRANTY

(On Bidders Letter-head)

Bidder's Reference No. _____ Date.....

Bidder's Name _____

[Address and Contact Details]

To

The President of India, through
 The Commandant
 6 Signal Bn CRPF,
 Sambo, Ranchi (Jharkhand)
 Pin-834004

Ref: Your Tender / Bid Document No. _____ dated _____ for procurement of _____
 _____(GOODS)

Subject:-UNDERTAKING OF CAMC BEYOND WARRANTY

We M/sBidder / OEM participating in the subject Bid for supply of ____
 _____ (goods) is hereby undertake that

a) after expiry of warranty period, it will provide CAMC Service for next 2 years for the offered products (if buyer intends to do so) at the rate not more than 10 % of contract price per annum

b) We understand that, the Buyer reserves the right to enter into an CAMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period.

c) We also understand that Performance Security of the successful bidder shall be forfeited if it fails to accept the CAMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of CAMC Performance Security for 10% of total CAMC value valid up to CAMC period plus 2 months (if there is no other claim)

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

9). Undertaking of Authenticity for LAPTOP/Note book/Desktop Computer Supplies

(On Letter head of OEM)

Reference No.

Date:-

To

The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Sub: Supply of IT Hardware/Software – Desktop Computers

Ref : 1. Your Bid/Purchase Order No. -----dated-----.

With reference to the Desktop Computers being supplied /quoted to you against bid No. Cited above.

We hereby undertake that all the components/ parts/ assembly used in the Desktop Computers under the above bid, like Hard disk, Monitors, Memory etc shall be original and new components/ parts/ assemblies, from respective OEMs of the products and that no refurbished/ duplicate/ second hand and components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system/standard software's in the purchase order/ Bidding documents, the same shall be supplied along with the authorized license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg Authorized Microsoft Channel in case of Microsoft Operating System). If you require, we hereby undertake to produce the certificate

from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktop Computers without demur, if already supplied and return the money if any paid to us by you in this regard. We (system OEM name) also take full responsibility of both Parts & Service SLAs as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorized Signatory

Name:

Designation

Place

Date

10) Undertaking of no false/forged/misleading information

(On bidder Letter Head)

Reference No. _____ Date.....

Bidder Name _____

[Address and Contact Details]

To

The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Dear Sirs,

Ref: Your Tender / Bid Document No. _____ dated _____ for procurement of _____
_____ (GOODS): Malicious Code Undertaking

Subject:- Undertaking of non submission of any false/forged/misleading information _____

We, M/s _____ bidder for AMC of _____ do hereby certify that:-

(a) We have not submitted any false/forged/manipulated/misleading documents in the instant bid or in any bid in the last three years. .

(b) Also none of the central /State Govt Organisation /PSU/Public listed company have found our documents fake /misleading in the last three years.

We understand that submission of any false /misleading information shall lead cancellation of our participation at any stage apart from suspension of firm for further participation in any of bids in future.

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

11) COMPLIANCE UNDERTAKING TO PARA 8.1.13 OF MOPG-2022 REGARDING CARTEL FORMATION / POOL RATES/BID RIGGING/COLLUSIVE BIDDING

(On bidders Letter Head only)

OEM Reference No. _____ Date.....

OEM Name _____

[Address and Contact Details]

To

The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Dear Sirs,

Ref: Your Tender / Bid Document No. _____ dated _____ for procurement of _____
(GOODS/SERVICES)

Subject:- UNDERTAKING OF COMPLIANCE TO PARA 8.1.13 OF MOPG-2022

We, M/s _____ bidder for ATS/AMC of GIS TOOLS do hereby certify that:-

- (a) We fully understand and comply to the para 8.1.13 of Manual for Procurement of Goods-2022
- (b) We don't have any personnel or financial relationship with any other bidders in the subject bid or in case any of the bidder is having relationship, it in no way will infringe the fair competition of the procurement of bid items/service.
- (c) . We understand that indulging in cartel formation/collusive bidding/bid rigging shall debar us from participation in the tenders of the Purchaser for a period of two years.

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

12) BID SPECIFIC OEM's Authorization (MAF)

(On OEM Letter Head only)

OEM Reference No. _____ Date.....

OEM Name _____

[Address and Contact Details]

To

The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Dear Sirs,

Ref: Your Tender / Bid Document No. _____ dated _____ for procurement of _____
_____ (GOODS)

Subject:-BID SPECIFIC OEM AUTHORIZATION (MAF)

1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise M/s----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Bid/Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since.....

2) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Bid/Tender Document.

3) Our details are as under:

(a) Name of the Company:.....

(b) Complete Postal Address:

(c) Pin code/ ZIP code:

(d) Telephone nos. (with country/ area codes):

(e) Fax No.: (with country/ area codes):

(f) Mobile Nos.: (with country/ area codes):

(g) Contact persons/ Designation:

(h) Email IDs:

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

13). Non-Black listing / Financial Standing Statement

(On Bidders Letter-head)

-

Bidder's Reference No.....

Date

Bidder's Name

[Address and Contact Details]

To
The President of India, through
The Commandant
6 Signal Bn CRPF,
Sambo, Ranchi (Jharkhand)
Pin-834004

Ref: Your Tender / Bid Document No.....dated.....for procurement of DESKTOP COMPUTERS WITH COMPLETE ACCESSORIES -50 Nos.

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/
 - or
 - iii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences

mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

And

- iv) In last 03 year the bidder firm & quoted product OEM not failed to supply the order to the buyer.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

.....

-

D. Kindly upload certificate/undertaking regarding acceptance of following Additional terms and conditions with signature, Bid No, and Date.

- a. The bidder should submit signed and stamped bid document i.e acceptance to GeM bid and ATC. If the compliance as above is not submitted, it will be presumed as non-acceptance by bidder to GeM bid conditions and ATC.
- b. Bidder shall upload Model, specification and Brochure of their offered product along with the Bid document
- c. Bidder shall ensure that they are not under suspension/disabled by GeM incident management or are currently under debarment/suspension or have been blacklisted by any Government procurement entity at any time during the bid procurement process.
- d. The bidder/original equipment manufacturers shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid
- e. OEM logo should be embossed on Front panel of cabinet, Monitor, Keyboard, Mouse etc. (Sticker not allowed), KB & Mouse should be of same make and confirmation for the same need to be submitted on OEM letter head.
- f. SLA Penalty will be applicable @2% of the cost of item, if the faulty device is not
- g. Bidder/OEM should provide an undertaking of compliance to additional specifications of the bid.
- h. Non submission of certificates / undertakings as per Bid requirement as per the format and duly signed with date and office seal will be treated as unresponsive and their participation will be summarily rejected.
- i. OEM authorisation/Bid specific MAF is mandatorily to be attached with the Bid documents. Non providing of Bid specific authorisation from OEM will be treated as unresponsive and shall be summarily rejected.
- j. Bidder is required to produce at least One No. of offered product (same make & model) at the time of technical evaluation as and when requested in short notice for technical evaluation by the BOO in compliance to bid requirement.
- k. The bidder has to upload a certificate signed and issued by the authorised representative of OEM along with proof stating that the quoted model is a Microsoft Windows certified product.
- l. Data sheet of the offered product should be available with all the bid required technical specifications on public domain. Bidder is required to provide web link of their offered product.
- m. Local content certificate in compliance to MII and Malicious code certificate should be issued by OEM authorised signatory/authority only duly mentioning contact particulars of the authority signed.

Bidder claiming as Class-1 local supplier is required to submit break of local value addition as per extant guidelines of MeITY

- n. The bidder shall submit an undertaking that the price offered is as per general terms and conditions of the GeM i.e the price offered is not higher than the MRP and lower rate than the offered price is not available in local market.
- o. The Mother board, monitor, Keyboard, mouse etc should be embossed with OEM Logo. No stickering will be acceptable.
- p. Copy of valid certificates such as ISO 9001/27001/14001, ROHS, BEE, EPR, BIS or equivalent India n certificates to be attached with the bid documents.

35. **Generic**

The seller is required to print logo as per buyer's requirement.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to

undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---