



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5664057
Dated/दिनांक : 05-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-12-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-12-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	West Bengal
Department Name/विभाग का नाम	Public Works Department West Bengal
Organisation Name/संगठन का नाम	Pwd Electrical
Office Name/कार्यालय का नाम	Office Of The Chief Engineer Electrical Pwd
Total Quantity/कुल मात्रा	12
Item Category/मद केटेगरी	Entry and Mid Level Desktop Computer (Q2) , Security and Protective Software including Antivirus (Q2) , Line Interactive UPS with AVR (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	12 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

Bid Details/बिड विवरण

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),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Entry and Mid Level Desktop Computer
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	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

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MII Purchase Preference/एमआईआई खरीद वरीयता

No

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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-12-2024 13:00:00	Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal – 700 001 Telephone: +91 98740 61827, +91 90733 62223 (between 11:00:00hr to 13:00:00hr of Pre-Bid Date: 06.12.2024 at 12:00:00hr).

Entry And Mid Level Desktop Computer (4 pieces)**Technical Specifications/तकनीकी विशिष्टियाँ**

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
PROCESSOR	Computer Type	Entry Level
	Processor Number	AMD Ryzen 3 5300G, Intel Core i3 12100 Or higher
MOTHERBOARD	Expansion Slots (PCIe x 1)	1, 2 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Expansion Slots (PCIe x 4)	0, 1, 2 Or higher
	Expansion Slots (PCIe x 16)	1, 2 Or higher
	Expansion Slots (M Dot 2) for SSD	1, 2 Or higher
	Expansion Slots (M Dot 2) for WiFi	1 Or higher
	Trusted Platform Module	Discrete TPM 2.0
OPERATING SYSTEM	Factory Pre-loaded Operating System by Desktop OEM	Window 11 Professional, Window 11 Home, DOS or Equivalent, Linux, Window 11 STF (Shape the Future)
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)	16, 32 Or higher
STORAGE	Type of Storage Installed with the System	NVMe-SSD
	SSD - Storage Capacity (in GB)	512, 1024, 2048 Or higher
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher
BAYS AVAILABILITY	Number of Internal Bays Available, Size 2 Point 5 Inch	0
	Number of Internal Bay Populated, Size 2 Point 5 Inch	0
	Number of Internal Bays Available, Size 3 Point 5 inch	2 Or higher
CABINET	Cabinet Form Factor	Tower (More than 13 to 26 Liters)
	Bays for Optical Drive	1
	Optical Drive	No Optical Drive
	Audio Interface Type	Audio-in
PORTS	Number of USB Type A Port (Version 2 Point 0)	3, 4 Or higher
	Number of USB Ports Type C	1, 2 Or higher
	Number of VGA Ports	0, 1 Or higher
	Number of HDMI Ports	1 Or higher
	Number of DP Ports	1 Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Screen Size (in CMs)	48.26 - 53 (19.0" - 20.87"), 53.1 - 58 (20.91" - 22.83"), 58.1 - 63 (22.87" - 24.8"), 63.1 - 68 (24.84" - 26.77"), 68.1 - 73 (26.81" - 28.74"), 73.1 - 78 (28.78" - 30.71"), 78.1 - 83 (30.75" - 32.68"), 83.1 - 88 (32.72" - 34.65")
	Monitor Port	HDMI, VGA
	Integrated Webcam with Mic	No
	Speaker	No
INPUT DEVICES	Mouse Connectivity	USB Wired, Wireless Or higher
	Keyboard Connectivity	USB Wired, Wireless Or higher
	Type of Keyboard	Standard
WARRANTY	On Site OEM Warranty (in Year)	3, 4, 5 Or higher

Additional Specification Parameters - Entry And Mid Level Desktop Computer (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Authorization	Tender-specific authorization letter (MAF) is to be submitted along with the bid.
Additional Specification must have	a) Wireless Connectivity: WIFI 6E AX211 + Bluetooth 5.3; b) Wireless Full Keyboard and Mouse; c) Display should be 23.8 inch or higher, IPS, Full HD Or Better, Antiglare, Touch, LED-backlit Monitor; Monitor stand should be tilt adjustable; should have at least one HDMI port and one VGA or one Display port; d) Factory Pre-loaded Operating System by Desktop OEM Windows 11 Professional.
Total Additional Accessories Include	a) 01no x 2.0 Desktop Speaker (Make, HP, Logitech, Zebronic); b) 01no x 5MP FHD 30fps USB Web Cam with Stereo Microphone (Make, HP, Logitech, Peoplelink, Adonis, ATDSC);
Speaker, Power Efficiency and Certification	The internal speaker within the CPU must be provided & System power efficiency must be within the range of 90-92% or higher; Certification: must have ROHS Compliance, BEE / Energy Star for the given Model;
Technical specifications	The detailed technical specifications of the Model with images should be available to the public on OEM's official website for verification. Technical Feature, Drivers & Brochure: this should be available on the OEM WEBSITE for verification.

* 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	Dipanjana Samajpati	700001,NEW SECRETARIAT BUILDINGS, BLOCK- 'C',2ND FLOOR,1,K S ROY ROAD	4	45

Security And Protective Software Including Antivirus (4 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
BASIC INFORMATION OF SECURITY AND PROTECTIVE SOFTWARE INCLUDING ANTIVIRUS (GOLDEN)	Sub-Category	Perpetual, 1 User License
FEATURES AND FUNCTIONALITY PARAMETERS(GOLDEN)	Single License for multi-device	No
	Intrusion Detection System (IDS) / Intrusion Prevention System (IPS)	Yes
	Data Protection	Yes
	Cloud Protection	Yes
	Network Threat Protection	Yes
	Free Secure Cloud backup space	No
	Installation and Demonstration	Yes
	No. of days Training Provided at Site	upto to 5
	Number of Years upto which Support (warranty) is available from OEM / Franchise online	3
FEATURES AND FUNCTIONALITY PARAMETERS(GENERIC)	Anti-Virus	Yes
	Anti-Malware	Yes
	Anti-Phishing	Yes
	Anti-Rootkit	Yes
	Anti-Spyware	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Anti-Trojan	Yes
	Anti-Worm	Yes
	Anti-Spam	Yes
	Anti-Adware	Yes
	Anti-Ransom ware	Yes
	Boot time protection	Yes
	Removable Media Scan	Yes
	Protection from Browser Exploits	Yes
	Incoming and Outgoing Email Protection	Yes
	Instant Messaging Protection	Yes
	On-Demand Scanning	Yes
	On-Access Scanning	Yes
	Scheduled Scanning	Yes
	Vulnerability Scanning	Yes
	Automatically Clean Infected Files	Yes
	Scan Compressed File Formats	Yes
	Quarantine Feature	Yes
	Automatic USB Detection	Yes
	Registry Start Up Protection	Yes
	Browser Protection	Yes
	Malicious web page blocking	Yes
	Tamper Protection	Yes
	Parental Control	Yes
	Password Manager	No
	Heuristics Protection	Yes
	Firewall	Yes
	Web Protection	Yes
	Macro Protection	Yes
	Protection from PUA (Potential Unwanted Applications)	Yes
	Download Protection	Yes
	Behavioural Analysis & Vulnerability Protection	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Band width Management	Yes
	Proactive performance alerts	Yes
	Social media protection	Yes
	Online Identity protection	Yes
	Safe guards online transactions	Yes
	Network Attack Blocker	Yes
	Virus cleanup mode/Virtual sandbox	Yes
	System Watcher	Yes
	Backup and Restore	Yes
	Data Encryption	Yes
	Automatic Exploit Prevention	Yes
	File Shredder	Yes
	Virtual Key Board	Yes
	Automatic Updates	Yes
	Free 24-hour support	Yes
GENERIC PARAMETERS OF SECURITY AND PROTECTIVE SOFTWARE INCLUDING ANTIVIRUS	Free Upgradation to Higher Version with in support period	Yes
	Valid Licence copy to be provided	Yes
	Software supplied through	Media & URL Link
	AV Test Certified	Yes

Additional Specification Parameters - Security And Protective Software Including Antivirus (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Authorization	Tender-specific authorization letter (MAF) is to be submitted along with the bid.

* 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	Dipanjani Samajpati	700001, NEW SECRETARIAT BUILDINGS, BLOCK- 'C', 2ND FLOOR, 1, K S ROY ROAD	4	45

Line Interactive UPS With AVR (V2) (4 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	Rating (in KVA)	0.65, 0.8, 1.0, 1.5, 2.0, 0.6, 3 Or higher
	Technology	MOSFET-PWM
	Inverter Efficiency (%)	70% or better Or higher
	Minimum Guaranteed Battery Backup time (Minutes) on Full Load	15, 30, 60, 90, 120, 180, 240 Or higher
	Warranty for Line Interactive UPS	3 Years, 4 Years, 5 Years Or higher
Battery/Backup Bank	Location of Battery	Inside the Enclosure of UPS
	Warranty for the battery from the date of delivery	2 Years Or higher
CONSTRUCTIONAL	Enclosure	ABS
	Degree of protection	IP21, IP 20 Or higher
FEATURES	Rated Output (Volt) with Total Harmonic Distortion (%)	Single Phase Quasi Sinewave 230 V AC 50 Hz with Total Harmonic Distortion as $\leq 40\%$, Single Phase Sinewave 230v AC 50Hz with Total Harmonic Distortion as $< 3\%$ Or higher
	Input (Volt)	Single Phase AC (160-280V)
	Salient Features	Maximum 10 milliseconds Switching over time, Load Power Factor ≥ 0.6 , $\pm 10\%$ Variation in output voltage in battery mode, ≤ 0.5 Hz Variation on output frequency in battery mode, UPS shall withstand 10% overload for at least 10 minutes in mains mode, UPS shall withstand 10% overload for at least 5 minutes in mains mode
	Variation in AVR output in AC mode (AVR Voltage regulation)	230 Volts $\pm 9\%$
	Protection	Under voltage Protection (Input Voltage < 160 V), Overvoltage Protection (Input Voltage > 280 V), Short Circuit of UPS, Low Battery, Overload

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
BUYER SPECIFIC REQUIREMENT	Environmental Test Report Requirements	NA
	Any Other Requirements	As per Meity (Government of India) guidelines UPS shall have valid IS16242-Part 1 CRS certification
CERTIFICATION / TEST REPORT	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificate of Govt.Lab/NABL/ILAC accredited for UPS Testing
	Agree to provide all relevant documents Test Reports/supporting document /reports etc to the buyer at the time of bidding or on demand	Yes

Additional Specification Parameters - Line Interactive UPS With AVR (V2) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Authorization	Tender-specific authorization letter (MAF) is to be submitted along with the bid.
Warranty of UPS	03(three) Years onsite comprehensive OEM warranty with parts and service except for force majeure.
Warranty of UPS Battery	03(three) Years onsite comprehensive OEM warranty with parts and service except for force majeure.

* 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	Dipanjan Samajpati	700001,NEW SECRETARIAT BUILDINGS, BLOCK- 'C',2ND FLOOR,1,K S ROY ROAD	4	45

Special terms and conditions-Version:3 effective from 14-11-2024 for category Entry and Mid Level Desktop Computer

1.

For Buyers:		
1	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Operating System	<ol style="list-style-type: none"> 1. There is no requirement that the OEM of the desktop systems should be a device partner of Microsoft and holding a Microsoft Authorization Form (MAF) from the software provider. 2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners. 3. Buyers may ensure that MAF shall not be made a mandatory requirement in bids. 4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM. 5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft. 6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both. 7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Computer OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both. 8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. 9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supplied hardware is compatible with Windows operating system
3	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.
4	Processors	Intel and AMD Processors are added as per Model Technical Specification of Desktop Computer issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024
5	Scope of Installation	Installation requirements shall be indicated in the bid by the buyer under the Installation, Commissioning and Testing in Bid (ICT) clause. In case installation is specified in the bid, it shall be the responsibility of the seller to ensure that all systems are installed and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in case of Direct and L1 Purchase, installation of the computer system by the seller/OEM is mandatory. Installation does not include the supply of antivirus, MS Office, etc., which are to be separately procured by the buyer only.

6	Buyer/Consignee Obligations relating to installation	It is necessary that the buyer/consignee provide the seller or authorized representative access to locations, areas, or rooms for the installation of equipment. The seller or authorized representative will install systems and connect them to existing power lines/networking at no additional charge. The buyer/consignee will be responsible for electrical wiring, networking, or any other work connected to the installation area. The seller shall be only responsible for ensuring the setup of the desktop systems, configuring, etc., as well as loading software etc. (to be provided by the buyer/consignee). Any other site preparation required before installation and connection of the desktop shall be the responsibility of the buyer/consignee. The buyer/consignee, if required, will provide space at the installation site for the safe storage of tools, test equipment, and other materials used for installation at no charge. In case there is a requirement of obtaining an entry pass for allowing representatives to the premises, the same shall be arranged by the consignee. Similarly, if there is a requirement of a gate pass for bringing items required for installation, the same is to be arranged by the consignee. In scenarios where multiple location installations are required, the buyer must indicate complete installation addresses in the bid document. In the case of other modes of purchase, as soon as the order is placed, complete details regarding installation may be informed to the seller. This ensures smooth coordination and delivery of products to the respective locations.
7	Warranty	The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.
8	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
9	Check points during Acceptance of Supplies	<p>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. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ol style="list-style-type: none"> i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. iv. The machine serial number should also be checked through settings and can be verified from the OEM website. 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 systems. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.
10	HDD/SSD Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the desktop computer under ATC clause.
11	Higher Configuration	The buyer may permit products delivered with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

For Seller:		
1	OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.
2	Changing or altering the configuration	The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
3	Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.
4	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5	Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
6	Operating System	<ol style="list-style-type: none"> 1. It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems. 2. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems
7	Scope of Installation	It shall be the responsibility of the seller to ensure that all systems are installed, and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in the case of Direct and L1 Purchase, installation of Computer System by the seller/OEM is mandatory.
8	Higher Configuration	The seller may list products with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific Additional Terms and Conditions

- 1.1. Name of Work: **Procurement of Computer and Peripherals for The Malda Division, P.W.Dte., under Northern Circle, Public Works Directorate, Govt. of West Bengal [Job No.: KIT/OW/215 of 24-25], Memo No.: 2699, Dtd: 21.11.2024.**
- 1.2. **Contract Details for Pre-Bid:**
Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal - 700 001
Telephone: +91 98740 61827, +91 90733 62223 (between 11:00:00hr to 13:00:00hr of Pre-Bid Date: 06.12.2024 at 12:00:00hr).
Online Representation and any others day communication through Telephonic/ email shall not be accepted.
- 1.3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following addresses:
 - a) **The Office of The Executive Engineer, Malda Division, P.W.Dte., under Northern Circle, Public Works Directorate, Govt. of West Bengal.**

b) Office of the Executive Engineer, Kolkata IT Division, PWD, at Writers Building, 1st Floor, Block-III, Kolkata - 700 001.

1.4. Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from bidder.

1.5. Clarification regarding this tender (i.e. "Specification, Make, ATC or any others"), has to be done before the bid end date by email or physical letter. In case of physical letter which has to reach this office (Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal - 700 001) before any working day "End of the Bid Submission" date upto 17:00:00hr. Also, the bidder can make Online Representation through GeM Portal in that case bidder has to attend the Prebid Meeting.

1.6. Tender procurement process and awarding of the work-order governed by the West Bengal Government Finance Department Norms and PWD West Bengal Tender Norms.

All the relevant documents are available in the West Bengal Government Finance Department and PWD websites.

1.7. Awarding the work-order will be done as per contract clauses in GEM & WBF 2911/WBF 2908. For WBF 2911/WBF 2908 agreement Fees will be applicable as per WB Govt. norms separately.

1.8. Delivery is required on 'As and when required basis' within 7 (seven) days of issue of delivery advice, a Declaration from bidder required.

1.9. Delay in delivery and installation will lead to LD Charge as per GeM norms.

1.10. Bidder's offer is liable to be rejected without any explanation if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Clarification Mode for Bid Rejection by any Bidder/OEM has to be through GeM portal only. Telephonic/email communication shall not be accepted for Bid Rejection Clarification.

Online Representation through GeM Portal of any Bidder's will be rejected without any explanation if the concerned bidder doesn't participate in the stipulated PreBid Meeting.

N.B. For any type of illegal allegations or foul speech from any bidder/OEM will lead towards blacklisting by P.W.Dte., Govt. of West Bengal.

1.11. The PWD, Govt. of West Bengal reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessments in an overall interest of the owner.

1.12. The buyer organization is an institution eligible as per Notification No. 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022, of Government of India, Ministry of Finance, Department of Revenue as notified by the Government of India and Notification No.: 4691 - FY), Dated: 22 November, 2022 of Additional Chief Secretary to the Government of West Bengal. The goods for which bids have been invited fall under same GST Amendments/Gazette. The Gazette notification to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the GST rate mentioned in the GST Amendments/Gazette (which is given below).

Applicable rate of GST (for all BOQ Items): 18%

Notification No. and date: "Notification No.: 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022" and "Notification No.: 4691 - FY, Dtd: November 22, 2022"

1.13. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard if any GST mismatch. Acceptance of bill and GST reimbursement will be applicable as per Notification No. 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022, and "Notification No.: 4691 - FY, Dtd: November 22, 2022" rates.

1.14. OEM must submit following documents along with bid documents:

- a) **BIS, CE, FCC, FCC Part 15 Class A, RCM, VCCI, UL/cUI, CB & ROHS, if applicable.**
- b) **OEM Data Sheet.**
- c) **Tender specific authorization letter (MAF) to be submitted along with bid for all items.**
- d) **Manufacturers Authorization Form (MAF)/Certificate with OEM Authorized Signatory details such as name, designation, address, e-mail Id (official) and Phone No. (official) required to be furnished along with the bid.**
- e) **OEM End of Life (EOL) and End of Support Declaration.**
- f) **OEM Availability Certificate of Hardware Spare Parts including consumable for quoted product.**
- g) **OEM Malicious Code Certificate.**
- h) **OEM should have ISO 9001:2015, ISO 14001:2015, ISO 27000:2018, ISO 45001:2018 and other relevant certificate.**
- i) **As per GEM GTC, Confirmation of Comprehensive Warranty/Subscription License including service and labour for 03(Three) Years after commissioning with all supplied accessories from OEM. Including Additional Accessories added in the additional specification.**
- j) **Compliance of BoQ specification with Make, Model and supporting document from OEM.**
- k) **OEM should have Manufacturing experience with Indian registration and operational since last 10 (ten) years. Supporting Certificate of Incorporation should be submitted along with online tender submission.**
- l) **Escalation Matrix for Service Support for OEM.**
- m) **OEM should have an advance hardware replacement policy in India for the quoted product.**
- n) **Compliance of BoQ specification with Make, Model which need to signed and stamped by OEM only.**
- o) **Declaration of Material Stock Availability and Confirmation of Delivery within the stipulated time given in BID from OEM only.**
- p) **Audited balance Sheet & Profit & Loss Account for consecutive 03 years within last 04 financial year (with auditor signature in each page and membership no.).**
- q) **For any replacement items in the period of AMC, Material Authentication Letter must be produced to the authority from OEM only, with bid submission and before installation.**
- r) **Deceleration of ATC 1.41 (a & b).**
- s) **All certificate has to be in English language.**

1.15. Bidder must submit following documents along with bid documents:

- a) **Availability of Registered Office and Service Centres: Bidder must have a Functional Registered Office and Service Centre in the State of each Consignee's Locations in case of service, support, carry-in warranty, etc. throughout warranty period. Bidder need to submit the proper supporting Documents.**
- b) **Bidder needs to furnish valid latest Trade License, Income Tax Return for last 03(three) years, Professional Tax Clearance Certificate, PAN Card, GST Registration Certificate.**
- c) **The Bidder must have at least ISO 9001:2015 Certification. Copy of the Certificate needs to be submitted.**
- d) **Compliance of BoQ specification with Make, Model which need to signed and stamped by OEM only.**
- e) **Confirmation of Bid Specific ATC with supporting Documents, & ATC.**

- f) **Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from bidder.**
- g) **Escalation Matrix for Service Support for Bidder.**
- h) **Audited balance Sheet & Profit & Loss Account for consecutive 03 (three) years within last 04 (four) financial years (with auditor signature in each page and membership no.).**
- i) **Installation Deceleration, etc.**
- j) **Deceleration of ATC 1.41 (b & c).**
- k) **All certificate has to be in English language.**
- l) **Tender specific authorization letter (MAF) from each OEM to be submitted along with bid for all items. Else bidder participation will be rejected directly without any explanation.**

1.16. Scope of Support to be covered by the Bidder in Active Warranty/Subscription Period:

- a. **Installation or Re-Installation of Hardware/Software at client machines in case machine format or any other technical discrepancy.**
- b. **Technical support must be provided either by engineer visit at site or electronic method via remote desktop sharing by whichever method is suited the concern PWD authority.**
- c. **The responsibility of documents misplaced or stolen at remote desktop sharing mode bidder will solely responsible.**
- d. **Levels of Support Escalation: 1st Level (Engineer Visit) for Hardware within 04(four) working hours on the same day.**
- e. **Bidders must provide the latest patch or version upgrade release by OEM under Active Subscription by OEMs and new release patched & updates must be notified through mail directly from OEMs and Bidder.**
- f. **Bidder must give support on third party software's (including OS & other Windows Applications) if any malfunction happened due to OEM's Hardware/Software's under the contract.**
- g. **If technical issue is resolved over online support, then Engineer Visit is not required. If not resolved, then Application Engineer will visit at the earliest from time of call reported. (On working days and Holidays (special case)).**
- h. **For any malfunctioning related to fatal error / command support of the Hardware/Software, bidders must log a support call with OEMs Customer Support Team.**

1.17. Scope of Support to be covered by OEMs under Active Warranty/Subscription Contract:

- a. **Current & Future Software Upgrades**
- b. **Levels of Support Escalation: 1st Level (Phone Support); 2nd Level (via Remote Desktop); 3rd Level (Engineer Visit) for Hardware/Software.**
- c. **Flexible Licensing Privileges including**
 - Previous Version usage rights.**
 - Extra Territorial Rights / Global Travel Rights (Using Licenses outside country of Purchase by License Borrowing).**
 - Home Use Rights (after office hours)**
- d. **Web based Support**
 - Installation / Configuration.**

Application related.

Data readability.

e. **Subscription Center access & tools if any**

Download / Order Upgrade that is a part of subscription.

Accessing Cloud Applications including Rendering, Structural Analysis, etc.

Cloud storage if any per user OEMs License Software User Management.

f. **OEMs Beta Program Pre-qualification**

g. **Subscriber-only tools, events, and promotions**

1.18. **Warranty / Guarantee: Warranty period of the supplied products shall be 03 (Three) years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods at consignee location.**

a) **All equipment and materials shall be new and in accordance with the Contract Documents, shall be free from any defect due to faulty design, materials and / or workmanship.**

b) **All works shall be in accordance with the contract documents and free from any defect and omission.**

c) **The Project on entirety will have thirty-six (36) months warranty from the Go-Live date.**

d) **For any Supply or Service item, if not otherwise mentioned, warranty will be thirty-six (36) months from the date of commissioning or forty-two (42) months from the date of supply whichever is earlier.**

1.19. **OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods or the date of commissioning.** 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 Centers near consignee destinations are to be uploaded along with the bid.

1.20. **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.

1.21. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least **5 (five)** years residual market life i.e. the offered product shall not be declared end-of- life by the OEM before this period.

1.22. No deviation is allowed in respect of the terms & conditions detailed in the tender paper. Any tender having such deviation will be liable for rejection at any stage of evaluation.

1.23. **Earnest Money Deposit Rupees @2% of the Quoted amount is to be deposited in the form of Bank Draft from any scheduled bank, (drawn in favor of "Executive Engineer, PWD, Kolkata IT Division") payable at Kolkata and a photocopy Bank Draft need to be upload at the submission of BID as documents attachment as per PWD Norms and WBF 2911/ WBF 2908.**

a. **The original Bank Draft of bidder (with forwarding letter) need to submit before any working day "End of the Bid Submission" date upto 17:00:00hr to the Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal - 700 001.**

b. **Bidder participation will be rejected if the original Bank Draft has not reach within the given stipulated time mentioned.**

c. **After declaration of L1 bidder and generating GeM contract/order agreement, All, others bidder DD will be released as per Govt. Norms (PWD).**

d. **After completion of the work, L1 bidder can claim the same as per Gov**

t. Norms (PWD).

- e. Without EMD submission documents bid will be rejected without any explanation.**
 - f. EMD exemption is not applicable for any category bidder.**
- 1.24. Additional Performance Security @ 3% or @10% (including @2% Earnest Money Deposit) and Labour Welfare Cess @ 1% of the tendered amount shall be obtained from the successful bidder at time of billing within the full warranty period and after completion of the work bidder can claim the same as per Govt. Norms and as per PWD Norms and WBF 2911/WBF 2908 for all category of items/tender.**
- 1.25. A Special Terms and Conditions with WBF 2911/WBF 2908 attached in BOQ Specification Documents. A sign and stamp copy of the same has to be uploaded with ATC documents.**
- 1.26. The work will have to be executed in strict compliance with the PWD terms and conditions as per WBF 2911/WBF 2908.**
- 1.27. The successful bidder/agency will have to execute the agreement as per WBF 2911/WBF 2908 and all further transactions in terms of work execution will be governed by the stated agreement.**
- 1.28. Cost of WBF 2911/WBF 2908, set of specification etc. will have to be purchased by paying stipulated nonrefundable fees online in GRIPS portal before execution of agreement as stated.**
- 1.29. The layout for the work will be delivered by the Engineer-in-charge, PWD before commencement of execution/part of execution as per site conditions and work has to be executed in full compliance.**
- 1.30. Work may involve execution beyond normal office hours and work may have to be carried out in odd hours, Sundays and holidays as per site availability.**
- 1.31. Loss or Damage of property at worksite due to act of the agency will have to be compensated by the agency except conditions under force majeure.**
- 1.32. Arrangement and cost towards Power supply, logistics, security of materials before handing over will have to be borne by the agency.**
- 1.33. The work has to be executed observing extreme caution not to disturb/damage/hinder any of the existing installations at authority location and functioning of the office should not be affected under any circumstances by direct/indirect act of the agency.**
- 1.34. Hierarchy in the agency responsible for execution, supervision and monitoring of the project should be handed over with all details to the Engineer-in-Charge in writing prior to commencement of execution at site. Any change in the hierarchy to be intimated within 24 Hours to the Engineer-in-Charge officially in writing.**
- 1.35. Dedicated/ toll Free Telephone No. for Service Support: BIDDER and OEM must have Dedicated/ toll Free Telephone No. for Service Support.**
- 1.36. 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.**
- 1.37. Escalation Matrix For Service Support: Bidder and OEM must provide Escalation Matrix of Telephone Numbers for Service Support.**

1.38. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

1.39. **Experience Criteria: The OEM should have regularly, manufactured, and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 10 (Ten) 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.**

1.40. **Experience Criteria: The Bidder should have regularly, Supply, SITC, Annual Inclusive Maintenance work, and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 05 (five) 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.**

1.41. ISO 9001, ISO 14000, ISO 27000: The OEM of the offered products must have ISO 9001, ISO 14000, ISO 27000 certification.

1.42. **Malicious Code Certificate:**

The seller should upload following certificate in the bid:

- .. **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:**
 - a) **Inhibit the desires and designed function of the equipment**
 - b) **Cause physical damage to the user or equipment during the exploitation.**
 - c) **Tap information resident or transient in the equipment/network.**
- .. **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.**

1.43. **Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.**

1.44. 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

1.45. Timely Servicing / rectification of defects during warranty period:

Digitization equipment must maintain the originality of the actual documents as per govt. norms.

- a) Timely Servicing / rectification of defects during OEM warranty period for OEM: After having been notified of the defects / service requirement during warranty period, OEM has to complete the required Service / Rectification within 02(two) days' time limit. If the OEM fails to complete service / rectification within defined time limit, a Show-Cause has to be issued for each 03(three) days of delay from the OEM. Cumulative Penalty in the form of Show-Cause cannot exceed more than 05(five) or 15(ten) days of delay after which the OEM has to replace the actual material with same or higher within 07(seven) days else Authority will process for Blacklisting the OEM to participate in any Bid published by the concern department or Govt. of West Bengal.**
- b) If found any Digitization documents originality if not maintained as per govt . norms (95% of the actual documents color, sharpness, etc.) by any OEM then Authority will process for Blacklisting the OEM and bidder has to replace with others reputed make product with same specifications or higher within 07 (seven) days. [for Scanner, Brother Make Scanner will not be accepted by PWD authority due to lake to maintained Digitization originality].**
- c) If the same problem occurs more than five times within the warranty period simultaneously/frequently and full solution has not been provided by OEM then full replacement of that item has to be done with-in 7working days without any financial assistant from the PWD authority.**
- d) Timely Servicing / rectification of defects during OEM warranty period for Bidder: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 2 days' time limit. If the Seller fails to complete service / rectification within 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.**

1.46. 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): "BIS, OEM Data Sheet, MAF, EoL Declaration, Malicious Code Certificate; As per GEM GTC, Confirmation of Comprehensive Warranty/Subscription including service and labor from OEMs; Compliance of BoQ specification and supporting document, ISO 9001; Confirmation of Bid Specific ATC with supporting Documents, & ATC".

1.47. Outsourcing of contract

- a. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.**
- b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.**
- c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together**

r with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

- 1.48. Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id (official) and Phone No. (official) required to be furnished along with the bid.**
- 1.49. 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.**
- 1.50. Successful bidder will have to ensure that the relevant original delivery receipt, OEM Warranty Updated Certificate (update must be shown in OEM Website Only), Installation reports for the all the BOQ item must be submitted to the tender authority. Only after receiving /ensuring of the above all relevant documents then only payments will be made. If the site is ready for installation of the items, then with the proper permission of tender authority Successful bidder may submit the Installation Deceleration that "as per requirement of authority, whenever required for On-time (single) installation of the items will be provided by Successful bidder" and must be accepted by tender authority.**
- 1.51. Without Proper Installation report / Installation Deceleration and OEM Warranty Updated Certificate no payment will be made by tender authority.**
- 1.52. All Items Warranty must be updated to the OEM Website only.**
- 1.53. All Hardware, Software is to be delivered in the consignee location mentioned the cost to be borne by the Bidders.**
- 1.54. The bidder must provide the plan/arrangement for installation and warranty services to be provided at site.**
- 1.55. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM/OEM Certified resource or OEM authorized Reseller.**
- 1.56. 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.**
- 1.57. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM**

authorized Reseller.

- 1.58. Availability of Service Centres: Bidder and OEM both must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. If service center is not already there at the time of bidding, successful bidder and 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.**
- 1.59. 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.
- 1.60. The Bidder and OEM of Items Mentioned in BOQ should not have been blacklisted by any Government / National or State level PSUs/ Reputed Private Companies and should not be involved in any litigation encompassing corrupt or fraudulent practices by any of the Government agencies in India or anywhere. An undertaking in this regard should be submitted by the bidder in the form of affidavit.
- 1.61. 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.
- 1.62. 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.
- 1.63. The Bidder should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
- (i) Single order of at least 40% of estimated bid value; or
 - (ii) Two orders of at least 30% each of estimated bid value;
- Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.
- 1.64. IT equipment shall be IPv6 ready from day one.
- 1.65. Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any).
- 1.66. Equipment offered shall have complete DATA sheets and detailed description on OEM web sites.
- 1.67. Buyer reserves the right to postpone schedule of material supply after finalization of order by 6 months without any additional cost implication.
- 1.68. Audited Balance sheet of bidder FOR last 3 years or from the date of incorporation if in

corporation date is less than 9 months is required.

- 1.69. Loading and unloading at yard will be under the scope of the supplier.
- 1.70. 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.
- 1.71. Office of the Service Provider is required to be located at a place near to the consignee (user) for sake of better co-ordination, smooth services and other administrative factors. In support, service provider will give details of office address, landline number, Contact Person and his mobile number along with bid failing which their offer will not be considered.
- 1.72. PAST PERFORMANCE CRITERIA: In respect of the filter applied for Past Performance Criteria, the Bidder or its OEM {themselves or through reseller(s)} should have supplied same or similar Category Products for quantity as indicated in the bid document, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts to be submitted along with bid in support of quantity supplied in the relevant year.
- 1.73. Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the Seller shall remain responsible to arrange replacement in next Business Day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Buyer's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Seller.
- 1.74. WBF 2911 as given below
- 1.75. WBF 2908 as given below
- 1.76. Format of Tender specific authorization letter (MAF) of OEM as given below

2. Buyer Added Bid Specific ATC

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

3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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.

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---