



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-01-2025 11:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-01-2025 11:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Bihar	
Department Name/विभाग का नाम	Science & Technology Department Bihar	
Organisation Name/संगठन का नाम	Science And Technology Department	
Office Name/कार्यालय का नाम	Goverment Engineering College Nawada	
क्रेता ईमेल/Buyer Email	buyer39.std.bh@gembuyer.in	
Total Quantity/कुल मात्रा	50	
ltem Category/मद केटेगरी	High End Desktop Computer (Q2)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	21 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	171 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्हों/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	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छ्ट	Νο	
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, 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	

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο
Past Performance/विगत प्रदर्शन	60 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο
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)	Νο
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	2.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	36

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतौं के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 :

Principal GOVERMENT ENGINEERING COLLEGE NAWADA (Principal)

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
MII Purchase Preference/एमआईआई खरीद वरीयता	
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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% 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.

High End Desktop Computer (50 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	on Specification Name/विशिष्टि का Bid Requirement/बिड के लिए आवश्यक (Allow नाम Values)/अनुमत मूल्य	
PROCESSOR	Base Processor Number	AMD Ryzen 7 5700G, Intel Core i7 12700, NA for Higher Processor Or higher
	Higher Processor Number	NA for Base Processor, AMD Ryzen 7 PRO 5750G, AMD Ryzen 7 8700GE, AMD Ryzen 7 PRO 8700GE, AMD Ryzen 7 8700G, AMD Ryzen 7 PRO 8700G, AMD Ryzen 9 PRO 7945, AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D Or higher
OPERATING SYSTEM	Factory Pre-loaded Operating System	Window 11 Professional

Specification	Specification Name/विशिष्टि का नाम Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
MEMORY (RAM)	RAM Size (Memory Card/Module) (in GB) (Capacity to be Installed in the System)	16, 32, 64 Or higher
STORAGE	Primary Storage Capacity (in GB)	1024, 2048 Or higher
Monitor	Availibility of Monitor	Yes as per IS 13252 (Part 1)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
INPUT DEVICES	Mouse Connectivity	USB Wired, Wireless Or higher
	Keyboard Connectivity	USB Wired, Wireless Or higher
WARRANTY	On Site OEM Warranty (In year)	3, 4, 5 Or higher

Additional Specification Parameters - High End Desktop Computer (50 pieces)

Bid Requirement (Allowed Values)	
Tower /Small / Micro tower, Standard Chassis, Only Intel® Q670 or higher is acceptable, no. of DIMMs per channel 2, Minimum 12th Generation Intel®Core™ i7 12700 Processor, Max Turbo Frequency 4.90 GHz, 25 MB L3 cache, 12 Cores, 20 threads or higher, Minimum 16 GB DDR4, 3200MT/s or higher, Minimum one NVMe 1TB SSD	
Microsoft Windows 11 Professional or higher version with OEM Recovery DVD/USB or other method to install OS., Integrated Intel® UHD Graphics 770, Integrated 10/100/1000 Ethernet Controller, Integrated Intel WI-FI 6 with Bluetooth 5 and Above, Minimum 8 USB Port (Min. 4 Front and 4 Rear) out of which at least 2 USB should be of 3.2, ONE headphone/microphonecombo, USB Revision 3.2,2.0 compatibility, on ONE RJ-45 Ethernet port, one HDMI port	
USB Wired Keyboard (Same OEM as Desktop), USB Optical Wired Mouse (Same OEM as Desktop), Integrated utility to enables hardware level testing outside the operating system & Drivers should be available on OEM Website for download, Microsoft Windows OS against quoted model, FCC, CE, RoHS,UL/MET, BEE / Energy Star, TCO 9.0, ISO 9001, 14001, 20001, 27001 of Bidder/OEM. OEM should be in TOP 5 IDC Player in commercial category for PC/Desktop Market as Market Share, of recent quarter	
LED Backlit Color Monitor Size 21 to 24 inch IPS (Same OEM as Desktop), with min. resolution 1920 x 1080 or higher with HDMI Port., 3 Years onsite comprehensive warranty	

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	Reporting/Officer/ परेषिती/रिपोर्टिंग Address/पता		Delivery Days/डिलीवरी के दिन
1 Shikandar Prasad		805110,GOVERNMENT ENGINEERING COLLEGE NAWADA, NEAR BUS STAND BUDHAUL, ANCHAL NAWADA- SADAR, DIST- NAWADA, BIHAR, 805111	50	15

Special terms and conditions-Version:4 effective from 13-12-2024 for category High End 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	 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. 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. Buyers may ensure that MAF shall not be made a mandatory requirement in bids. 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. 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. 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 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 an part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsof website or by telephone, or both. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. Buyer shall request for Windows Hardware Compatibility Certificate for window 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.

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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 To ensure wider participation from prospective bidders, as far possible, buyers are advised to select processors from both "AMD" and "Intel" under " Higher Processor Number" parameter. If the buyer is procuring a higher processor other than MeitY specified base processors, then "NA for Higher Processor" must be selected under the "Base Processor Number" parameter.
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/Consign	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	 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: 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)

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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	 It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems 			

17	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.
19	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. 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. OEM Warranty Certificates must be submitted must be submitted by the Successful Bidder at the time o f delivery of Goods.

2. The seller should guarantee the rectification of goods in case of any breakdown during the guarantee pe riod. Seller should have well-established Installation: commissioning, Training, Troubleshooting and Mainte nance service group in INDIA for attending the after-sales service. Details of Service centres near consigne e destinations are to be uploaded along with the bid.

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

4. Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Number s for Service Support.

5. Installation, Commissioning, Testing, Configuration, Training (if any- whichever is applicable as perscope of supply) is to be carried out by OEM/OEM Certified resource or OEM authorized Reseller.

6. Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Deskto p Computers/Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

7. Timely Servicing/ rectification of defects during warranty period; after having been notified of the defect s/service requirement during warranty period, Seller has to complete the required Service/Rectification wi thin 5 days time limit. If the Seller fails to complete service/ rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Sell er can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such pena lty 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 alt ernate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburs e the cost of such service/rectification to the Buyer.

8. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, followi ng accessories must be part of supply and cost should be included in bid price; Keyboard-Multimedia mem brane Keyboard US international (QWERTY) must of same OEM make/brand as system. Mouse- USB, 3 butt on optical mouse, must of same OEM make/brand as system. Both keyboard and mouse must be wired. Bo th VGA and HDMI must be provided by the vendor.

9. Upload Manufacturer authorization; Wherever Authorised Distributors are submitting the bid, Manufactur ers Authorisation form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id an d Phone No. required to be furnished along with the bid. The MAF should be against the published bid.

10. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proc eedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

11. The proposed product should be commercial product range and should be clearly mentioned in the OE M MAF letter.

12. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3- years residual market life i.e., the offered product shall not be declared end-of-life by the OEM before th e period.

13. Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in th e Bid documents, ATC and Corrigendum if any.

14. Comprehensive 3 years onsite OEM warranty should be reflected on OEM website. An account may be opened for this.

15. In case of replacement, the item should be from the same OEM expect HARD DISK, RAM AND Power su pply without any additional cost during warranty. The replaced items should have the same configuration o r higher. In case of higher configuration, vendor has to produce a certificate from OEM. The replaced items hould be modified on the OEM website inventory.

16. Data Sheet of the product(s) offered in the bid are to be uploaded along with the bid documents. Buyer s 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.

17. Experience Criteria: The Bidder should have regularly manufactured and supplied same or similar Cate gory Products to any Central/State Govt Organization/PSU/Public Listed Company for 3 years (FY-2021-22, 2022-23, 2023-24) before the bid opening date. Copies of relevant contracts and satisfactory acceptance r eport to be submitted along with the bid in support of having supplied some quantity during each of the ye ar. In case of bunch bids, the prim ary product having highest value should be meet this criterion.

18. For fulfilling the experience criteria any one of the following documents may be considered as valid pro of for meeting the experience criteria. a. Purchase Order copy along with Invoice(s) with self-certification b y the bidder that supplies against the in voice have been executed. b. Execution certificate by client with o rder value. c. Any other documents in support of order execution like Third Party Inspection release note, e tc.

19. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered u p to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserve the right t o increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract t at the contracted rates. Bidders are bound to accept the orders accordingly.

20. To be eligible for award of contract, Bidder/OEM must possess following Certificates/Test Reports on th e date of bid opening (to be uploaded with bid): Certification- FCC, CE, RoHS, UL/MET, BEE/Ene rgy star, TC O 9.0, ISO 9001, 14001, 20001, 27001, TOP 5 IDC Player in commercial category for PC/Deskto p Market as Market Share, of recent quarter. And Drivers- Preloaded Microsoft windows 11Pro. Must be compatible wit h windows 11 or higher flavors, The relevant compatibility certificates for operating systems s hould be su bmitted against the quoted model.

21. The Bidder should have executed project for supply and installation/Commissioning of same of similar Category Products during preceding 3 financial years (2021-22, 2022-23, 2023-24) as on opening of bid, as per following criteria: (i) Single order of at least 60% of estimated bid value; or (ii) Two orders of at least 4 0% each of estimated bid value; or (iii) Three orders of at least 25% each of estimated bid value.

22. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders sho uld be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bi d value should meet this criterion.

23. Bidder should not be debarred from any organization at the time of bidding from any organization. Not arized undertaking has to be submitted with respect to non- debarment on Rs. 100 stamp paper.

24. Financial Bid shall be opened when bidders from at least two (2) OEMs are technically qualified otherw ise bid shall stand cancelled.

Note:- The specification added in the additional specification parameters is mandatory for com pliance with the desktop computer specifications otherwise compliance will not be considered

All the ATC and Specification mentioned above As per departmental letter no. वि0 प्रा0 एवं त0 शि0 (IV) योजना (पार्ट -1)-3844, Dated-16.10.2023

Disclaimer/अस्वीकरण

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

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

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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---