

Bid Document

Bid Details	
Bid End Date/Time	19-10-2022 10:00:00
Bid Opening Date/Time	19-10-2022 10:30:00
Bid Offer Validity (From End Date)	155 (Days)
Ministry/State Name	Ministry Of Education
Department Name	Department Of Higher Education
Organisation Name	National Institute Of Technology (nit)
Office Name	Karnataka, Surathkal, Mangaluru
Total Quantity	1
Item Category	Workstation (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
OEM Average Turnover (Last 3 Years)	14 Lakh (s)
Years of Past Experience Required for same/similar service	2 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	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
Past Performance	30 %
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	350000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of

total QUANTITY.

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

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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 / Public Listed Company. 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.

9. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Workstation (1 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Processor	Processor Make	Intel
	Processor Generation	NA, 10, 11, 12 Or higher
	Number of Cores per Processor	14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 64 Or higher
	Processor Base Frequency (GHz)	3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3, 5.2 Or higher
	Processor Description	Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher
	Processor Number	Intel Xeon W-2195, Intel Xeon W-3235, Intel Xeon W-3245, Intel Xeon W-3245M, Intel Xeon W-3265, Intel Xeon W-3265M, Intel Xeon W-3275, Intel Xeon W-3275M, Intel Xeon W-2235, Intel Xeon W-2255, Intel Xeon W 10855M, Intel Xeon W 10885M, Intel Xeon W 1290P, Intel Xeon W 1290, Intel Xeon W 1270P, Intel Xeon W 1270, Intel Xeon W 1250P, Intel Xeon W 1250, Intel Xeon W-2275, Intel Xeon W-2295, Xeon 2286M, Xeon 2276M, Intel Xeon W 1390P, Intel Xeon W 1390, Intel Xeon W 1370P, Intel Xeon W 1370, Intel Xeon W 1350P, Intel Xeon W 1350 Or higher
	Number of Sockets populated with the Processors	1, 2 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	Cache (MB)	19.25 - 64.0 Or higher
	Out of Band Management	Intel vPro, AMD DASH Or higher
Type	Form Factor	Desktop
Motherboard	Chipset Number	Intel C422, Intel C621, Intel C622, Intel C624, Intel X99, Intel X299, Intel W680 Or higher
	Expansion Slots (PCIe x 1) (Number)	1, 2, 3, 4 Or higher
	Expansion Slots (PCIe x 4) (Number)	1, 2, 3 Or higher
	Expansion Slots (PCIe x 8) (Number)	1, 2 Or higher
	Expansion Slots (PCIe x 16) (Number)	2, 3, 4 Or higher
Graphics	Graphics Type	Dedicated/Discrete
	Number of Graphic Cards	1, 2, 3, 4 Or higher
	Graphic Card Description	nVIDIA Quadro P4000 8GB, nVIDIA Quadro RTX 4000 8GB, nVIDIA Quadro P5000 16GB, nVIDIA Quadro RTX 5000 16GB, nVIDIA Quadro P6000 24GB, nVIDIA Quadro GP100 16GB, nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV100 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB 4DP GFX, NVIDIA T1000 8GB, NVIDIA RTX A2000 12GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB Or higher
Operating System	Operating System (Factory Pre-Loaded)	Ubuntu Linux
Applications	Applications Compatible with the Workstation (Requisite document may be furnished as and when demanded by the buyer)	Adobe After Effects CS/CC
Memory	RAM Speed (MHz)	2666, 2933, 4800 Or higher
	Type of Memory	ECC RDIMM
	RAM Size (GB)	32, 64, 128, 256, 512, 1024, 2048, 3072, 4096, 48, 96, 192, 384, 768, 1536 Or higher
	RAM Expandability upto using spare DIMM Slots (GB)	256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher
Primary Storage /Boot Drive	Type of Drives used to populate the internal Bays	PCIe
	Number of Drives	1
	RAID for Operating System	NA
	Capacity of each Drive (GB)	256, 300, 384, 500, 512, 600, 768, 800, 900, 1000, 1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
Secondary Storage	Type of Drives used to populate the Internal Bays	SATA
	Number of Internal Bays populated with SATA Drive	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Each SATA Drive Capacity (GB)	1000, 2000, 4000, 8000, 6000 Or higher
	Speed of each SATA Drive (RPM)	7200 Or higher
	Total SATA Drive Capacity (GB)	1000, 2000, 4000, 8000, 3000, 5000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000 Or higher
	Number of Internal Bays populated with SAS Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SAS Drive (GB)	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher
	Total SAS Drive Capacity (GB)	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher
	Number of Internal Bays populated with SSD Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	Capacity of each SSD Drive (GB)	128, 256, 512, 1024, 2048, 800, 0 Or higher
	Total SSD Capacity (GB)	128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher
	Number of Internal Bays populated with PCIe Drive	0, 1, 2, 3, 4, 5, 6, 7, 8 Or higher
	Capacity of each PCIe Drive (GB)	128, 256, 512, 1024, 2048, 0 Or higher
	Total PCIe Drive Capacity (GB)	128, 256, 512, 1024, 2048, 4096, 0, 1536, 6144 Or higher
RAID	RAID level	0, 1, 5
	Number of RAID Controller Ports	4, 5, 6, 7, 8, 10 Or higher
	Speed of RAID Controller Ports (Gbps)	6, 12 Or higher
Connectivity	Type of Ethernet Ports	Single Gigabit NIC 10/100/1000
	Number of Ethernet Ports	1, 2, 3, 4, 6 Or higher
	Wireless Connectivity	Yes, No Or higher
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11b/g/n, Wi-Fi 802.11ac, NA, Wi-Fi 6E AX211 BT 5.2, Wi-Fi 6 AX200 & BT 5.2, Wi-Fi 6 AX201 (2x2) and BT 5.2 Or higher
	Bluetooth Connectivity	Yes, No Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	If Yes, Version of Bluetooth Available	4, 4.1, 4.2, 5, 0 Or higher
Ports	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	8, 9, 10 Or higher
	Number of USB Type C Ports	2 Or higher
	Number of Mini DP Ports	4, 6, 8, 12, 3, 9, 16 Or higher
Display	Display Availability	Monitor
	Display Size (cm)	58- 61, 63 - 67, 68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130 Or higher
	Display Type	Non Touch, Touch Or higher
	Panel Type	Flat, Curved Or higher
	Panel Technology	IPS, OLED Or higher
	Display Resolution (Pixels)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1080, 2560 x 1440, 2560 x 1600, 3440 x 1440, 3840 x 1600, 5120 x 1440, 7680 x 4320 Or higher
	LED Backlit	Yes Or higher
	TCO Compliance for Monitor	TCO 07
	Colour Gamut	100% AdobeRGB, 100% sRGB, 100% Rec 709, 98% DCI-P3, 99% sRGB, 90% CIE1976, 75% CIE 1931, 72% Color Gamut, 72sRGB, 45% Color Gamut, 92% sRGB, 95% sRGB Or higher
	Monitor Stand	Height Adjustable Or higher
Power	Minimum Power Efficiency (%)	80, 90 Or higher
	Redundant Power Supply	Yes, No Or higher
Input Devices	Mouse Connectivity, If available	Wired, Wireless Or higher
	Type of Mouse, If available	Optical Scroll
	Keyboard Connectivity, if available	Wired, Wireless Or higher
	Type of Keyboard, if available	Standard with Rupee Symbol Or higher
Generic	Security	S/W Based
	Docking Station for Mobile Workstation	Yes, No Or higher
	Type of Bundled Software	Standard Performance Improvement Software, Artificial Intelligence Based Performance Improvement Software, Remote Collaboration Software & Performance Advisor Or higher
Warranty	On Site OEM Warranty (Year)	5 Or higher

Additional Specification Parameters - Workstation (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Total SATA Drive(HDD) Capacity (GB)	2000 Or higher (2 TB SATA HDD)

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Pritam Ramesh Bansod	575025,NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA SURATHKAL SRINIVASANAGAR	1	45

Buyer Added Bid Specific Terms and Conditions**1. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address to consignee: Dr. Deepu Vijayasen Associate Professor, Department of E&C, NITK, Surathkal, P. O. Srinivasnagar, Mangalore - 575 025 Karnataka, India. Contact Details: E-mail:deepuv@nitk.edu.in, Phone: 0824-247 3511 Mobile: +91 97 393 27 595.

2. Scope of Supply

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)

3. Warranty

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

4. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be

liable to re-imburse the cost of such service / rectification to the Buyer.

5. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

6. **Turnover**

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

7. **Generic**

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

8. **Certificates**

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

9. **Generic**

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

10. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

11. **Service & Support**

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

12. **Generic**

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

13. **Service & Support**

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

14. **Generic**

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

15. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

16. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

17. **Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

18. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

19. **Generic**

IT equipment shall be IPv6 ready from day one.

20. **Certificates**

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

21. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

22. **Certificates**

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.

23. **Generic**

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

24. **Financial Criteria**

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

25. Turnover

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

26. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

27. Purchase Preference (State)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

28. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

29. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

30. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

31. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

32. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, 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 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% 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

33. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

34. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

35. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

36. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

37. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---