

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	03-01-2023 09:00:00
<b>Bid Opening Date/Time</b>	03-01-2023 09:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (Days)
<b>Ministry/State Name</b>	Ministry Of Education
<b>Department Name</b>	Department Of Higher Education
<b>Organisation Name</b>	National Institute Of Technology (nit)
<b>Office Name</b>	Karnataka, Surathkal, Mangaluru
<b>Total Quantity</b>	2
<b>Item Category</b>	Desktop Computers (Q2) , Online UPS (Version 2.0) (Q2)
<b>OEM Average Turnover (Last 3 Years)</b>	3 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	2 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	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
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Type of Bid</b>	Two Packet Bid
<b>Primary product category</b>	Online UPS (Version 2.0)
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	90000
<b>Evaluation Method</b>	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. 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.
4. 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.
5. 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.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

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

## Desktop Computers ( 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	<b>Processor Make</b>	Intel
	<b>Processor Generation</b>	10.0 Or higher
	<b>Number of Cores per Processor</b>	8, 10, 12, 16 Or higher
	<b>Processor Description</b>	Intel Core i7, Intel Core i9 Or higher
	<b>Processor Number</b>	Intel Core i9 10900K, Intel Core i9 10900KF, Intel Core i9 10900, Intel Core i9 10900F, Intel Core i7 10700K, Intel Core i7 10700KF, Intel Core i7 10700, Intel Core i7 10700F Or higher
	Out of Band Management	Intel vPro, AMD DASH, NA Or higher
Motherboard	<b>Chipset Series</b>	Intel Q Series Or higher
	<b>Chipset Number</b>	Intel Q 470 Or higher
Graphics	Graphics Type	Integrated
Operating System	<b>Operating System (Factory Pre-Loaded)</b>	Windows 10 Professional
Memory	<b>RAM Size (GB)</b>	16, 32, 64, 128 Or higher
	<b>RAM Expandability up to( using spare DIMM Slots in GB)</b>	64, 128 Or higher
Storage	<b>Type of Drives used to populate the Internal Bays</b>	HDD, SSD
	<b>Total HDD Capacity (GB)</b>	1000, 1500, 2000, 2500, 3000, 4000 Or higher
	<b>Total SSD Capacity (GB)</b>	512, 768, 1024, 2048, 4096 Or higher
	<b>Total SSHD Capacity in addition to 8 GB Flash (GB)</b>	500, 1000, 2000, 0 Or higher
Cabinet	<b>Cabinet Form Factor</b>	Tower (13.1 to 26 Litres)
	Optical Drive	DVD R/W
Monitor	<b>Monitor Technology</b>	IPS Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>LED Backlit Monitor Size (INCHES)</b>	24, 27, 23.8, 32 Or higher
	<b>Monitor Resolution (PIXELS)</b>	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher
	Availability of Webcam integrated with Monitor	No
	Availability of Speakers integrated with Monitor	No
Input Devices	Mouse Connectivity	Wired, Wireless Or higher
	Keyboard Connectivity	Wired, Wireless Or higher
Warranty	<b>On Site OEM Warranty (Year)</b>	5 Or higher

#### Consignees/Reporting Officer and Quantity

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

#### Online UPS (Version 2.0) ( 1 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

\* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Generic	<b>Rating in KVA</b>	1.0 KVA
	<b>Switching Technology</b>	IGBT-PWM
	<b>Input Voltage</b>	AC Single phase 160V - 260V 50Hz
	<b>Output Voltage</b>	AC Single phase 230V +/-1% 50 Hz
	<b>Warranty for UPS (Years)</b>	2, 3, 4, 5 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
Battery/Backup Bank	<b>Battery/Backup Bank Provided with Online UPS ( Hint: In case the UPS is supplied with battery, seller shall ensure compliance to the GST Rates as per recommendations made in the 45th Meeting of GST council dated 17th Sep 2021 )</b>	With Battery
	<b>Type of Battery (hint: NA in case Battery not provided)</b>	SMF-VRLA conforming to JISC:8702(Pt.I,II&III), Stationary Lead Acid Batteries (with tubular positive plates) in monobloc container conforming to IS:13369:1992 latest
	<b>Backup time (Minutes) (hint: NA in case battery not provided)</b>	30 Minutes
	Minimum Guaranteed VAH	1600 X Per KVA X Per hour of backup time
	<b>Warranty for battery (Years) by Battery Manufacturer/Brand hint: NA in case battery not provided</b>	2, 3 Or higher
Installation and Commissioning or Service	Installation and Commissioning ( Covered in the Scope of Supply)	Provided
	After sales service ( Turn Around Time)	Within 24 hours, Within 48 hours, Within 7 days, NA
	Preventive Maintenance ( Hint: Mention Timeline if provided, NA if not provided)	Monthly, Bi-Monthly, Quarterly, Half Yearly, Yearly, NA Or higher
	Other Services provided	PAN India service support on 24 x 7 basis, AMC support available warranty, Availability of spares in close proximity (Spares should be easily available close to the site), NA
Performance / Functional	<b>Inbuilt isolation transformer</b>	Without
	<b>Overall Efficiency (%)</b>	>/=90% & <94% without Inbuilt isolation transformer
	<b>Overload limit</b>	20% Overload for minimum 10 minute, 20% Overload for minimum 5 minute, 50% Overload for minimum 1 minute, 50% Overload for minimum 3 seconds
	Total Harmonic Distortion(THD) (%)	3% Maximum @ 100% Linear Load

Specification	Specification Name	Bid Requirement (Allowed Values)
	Other Functional Features	Crest factor on full non-linear load is not less than 3:1, Noise level (1 meter distance from UPS) should be less than 70dB, Input power factor at full output load leading to unity with active power factor correction (APFC) $\geq 0.92$ , Transient response time (for 100% load change, output must remain within +/-1% and recovery) as <20 milliseconds, Battery recharge time (after complete discharge to 90% charge) and charge rating: Battery recharge time to 90% charge after 100% DoD : 8 to 10 Hours, Maximum overshoot and Under shoot of output rated voltage (in percentage) (4%), Voltage Regulation from no load to full load (%) ( $\leq 2\%$ ), UPS input power factor better than 0.95 (at rated voltage)
Accessories	<b>Accessories</b>	Rack for Batteries, Cabling 6 meters ( input upto 3m and output upto 3m), Paralleling kit (Hot Standby Configuration), Paralleling kit for synchronizing (Parallel Redundant Load Sharing Configuration), SNMP Card ( with Suitable Software ) for communication, The UPS shall be complete with Trolley for battery bank,battery, Cables and connectors etc, NA
Salient Features	Protection	Protection for under voltage at battery terminal, Protection of Over voltage, Short Circuit & over load at UPS output terminal, Over temperature protection
	Metering	Input Voltage, Output Voltage, Input Current, Output Current, Input Frequency, Output Frequency, Input Power, Output Power, Input Power Factor, Output Power Factor, Battery Voltage and Current
	Alarms and Indications	Indicator for Mains presence, Indicator for Battery charging and discharging, Indicator for Output Over Load with Audible Alarm, Indicator for Low Battery Voltage with Audible Alarm, Alarm for Over temperature, Alarm for Low Battery
	Additional Features	Pure Sinewave AC Output, NA
Design / Construction	<b>Type of Design / Construction</b>	Floor Standing
	Enclosure (mm)	1.2 mm Minimum Thickness of M.S. Sheet duly powder coated
	Degree of Protection	IP21 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	Other Constructional Features	Mains ON/OFF MCB, Battery ON/OFF MCB, Battery Fuse, Inverter reset push button, Static by pass facility, Manual by pass facility, Expandable rack facility, Shall be complete with rack rail kit for mounting of UPS in the rack and shall be housed in rugged enclosure made of steel sheet having 1.2 mm (minimum) thickness, aesthetically finished, duly pretreated and powder coated, UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burst, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional, 1 + 1 parallel redundant configuration facility on Rack mountable UPS UPS shall supply output power and charging current at the same time, NA
Operating Conditions	Maximum Operating Temperature	35, 40, 45, 50 Or higher
	Relative Humidity Non Condensing at 40 deg C	80, 85, 90, 95 Or higher
Buyer Specific Requirement	Environmental Test Report Requirements	Damp Heat Test : in accordance with IS:9000(part 5/sec.2)1981 at Temperature of 40 degree C, two cycles of (12+12) hours each 2007), Dry Heat Test : in accordance with IS:9000 (part 3/sec.5)1977 (reaffirmed 2007) at 55 degree C for 16 hrs, Cold Test : in accordance with IS:9000 (Part 2/Sec.4)1977 (Reaffirmed 2007) at -10 degree C for 4 hrs, NA
	Intended Applications	Critical Infrastructure, Network IT Equipment, Medical Equipment, Support for Data Centers, Network operating centers, Security operation centers, State and District centers, Command and Control center etc., across the Country to provide impetus to the e-Governance services e.g. Public food distribution, e Way bill, Counseling, e-Office, IVFRT etc., services under Digital India Programme, NA
	Other Requirements	ROHS compliance, KW rating shall be 0.8 time of KVA rating, NA
Reports And Certification	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	OEM
	Agree to provide all relevant documents Test Reports/supporting document /reports etc to the buyer at the time of bidding or on demand	Yes
	As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable	Yes (For UPS rating upto 10KVA)

**Additional Specification Parameters - Online UPS (Version 2.0) ( 1 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Warranty:5 years	Warranty:5 years
1000 KVA	1000 KVA
Integrated battery	Integrated battery

\* 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	Mangalpady Indira	575025,NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA SURATHKAL SRINIVASANAGAR	1	90

**Special terms and conditions-Version:2 effective from 09-04-2021 for category Desktop Computers**

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

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

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

**Special terms and conditions-Version:1 effective from 06-07-2022 for category Online UPS (Version 2.0)**

1. In addition to General Terms and Conditions of GeM, the following Special T&C shall be applicable for Online UPS ( Version 2.0) with reference to Installation and Commissioning.

Seller's Responsibility: Installation and Commissioning shall involve all the interconnections, any cabling between power source, switch boards within 3 metre range for input power and connecting Output power in the Scope of seller.

Buyer's Responsibility: Buyer will ensure well ventilated/covered site/room having requisite power points/distribution board to provide input power to UPS as well as to take out power from UPS within 3 metre of the location of UPS placement.

The above is not applicable for the stores supplied without installation and commissioning.

Note: The above is indicative and any incidental requirement related to above responsibilities shall also be considered in the responsibilities of Buyer/Seller as applicable.

**Buyer Added Bid Specific Terms and Conditions**

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. **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. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Dr. Manoj, Student Activity and Sports Officer, National Institute of Technology Karnataka, Surathkal, Srinivasnagar, Mangalore. Karnataka. INDIA - 575025 Email id:dr.manoj@nitk.edu.in ,Phone:0824-2473141 .

## 4. **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.

## 5. **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.

## 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**(i) The Breakup of BOQ or price Break Up should be uploaded under financial cover only (Financial Document).**

## 7. **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.

## 8. **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.

9. **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.

10. **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.

11. **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 %.

12. **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.

13. **Service & Support**

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

14. **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.

15. **Service & Support**

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

16. **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.

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**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

24. **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.

25. **Financial Criteria**

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

26. **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.

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. 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.

## 29. 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.

## 30. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service 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.

## 31. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 32. 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.

## 33. Generic

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

#### 34. **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

#### 35. **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.

#### 36. **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.

#### 37. **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.

#### 38. **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, 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)

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---**