Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6044103
Dated/दिनांक : 26-03-2025

## Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|---|
| **Bid End Date/Time/बिड बंद होने की तारीख/समय** | 16-04-2025 14:00:00 |
| **Bid Opening Date/Time/बिड खुलने की तारीख/समय** | 16-04-2025 14:30:00 |
| **Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)** | 180 (Days) |
| **Ministry/State Name/मंत्रालय/राज्य का नाम** | Ministry Of Health And Family Welfare |
| **Department Name/विभाग का नाम** | Department Of Health Research |
| **Organisation Name/संगठन का नाम** | Indian Council Of Medical Research (icmr) |
| **Office Name/कार्यालय का नाम** | National Institute For Research In Tribal Health |
| **क्रेता ईमेल/Buyer Email** | priyanka.g@icmr.gov.in |
| **Total Quantity/कुल मात्रा** | 1 |
| **Item Category/मद केटेगरी** | Workstation (Q2) |
| **Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)** | 1 Lakh (s) |
| **OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)** | 4 Lakh (s) |
| **Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष** | 3 Year (s) |
| **MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है** | Yes |
| **Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है** | Yes |

| Bid Details/बिड विवरण | |
|---|---|
| **Document required from seller/विक्रेता से मांगे गए दस्तावेज़** | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| **Do you want to show documents uploaded by bidders to all bidders participated in bid?/** | No |
| **Past Performance/विगत प्रदर्शन** | 10 % |
| **Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया** | Yes |
| **RA Qualification Rule** | 50% Lowest Priced Technically Qualified Bidders |
| **Comprehensive Maintenance Charges Required** | Yes |
| **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** | 3 Days |
| **Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)** | No |
| **Estimated Bid Value/अनुमानित बिड मूल्य** | 100000 |
| **Evaluation Method/मूल्यांकन पद्धति** | Total value wise evaluation |
| **Arbitration Clause** | No |
| **Mediation Clause** | No |

**EMD Detail/ईएमडी विवरण**

| | |
|---|---|
| Required/आवश्यकता | No |

**ePBG Detail/ईपीबीजी विवरण**

| | |
|---|---|
| Required/आवश्यकता | No |

**MII Purchase Preference/एमआईआई खरीद वरीयता**

| | |
|---|---|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |

**MSE Purchase Preference/एमएसई खरीद वरीयता**

| | |
|---|---|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |

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 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is

not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
8. 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.
9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

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

## Workstation ( 1 pieces )

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

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

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---|---|---|
| Type | **Form Factor** | Desktop |
| Processor | **Processor Make** | Intel |
| | **Processor Generation** | 7, 8, 9, NA, 10, 11, 12, 13, 14 Or higher |
| | **Number of Cores per Processor** | 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 64, 36, 56 Or higher |
| | **Processor Base Frequency (GHz)** | 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3, 3.1, 3.2, 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 Core i9, Intel Xeon E Series, Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---|---|---|
| | **Processor Number** | Intel Core i7-8700K, Intel Core i9 10980XE, Intel Core i9 10940X, Intel Core i9 10920X, Intel Core i9 10900X, Intel Core i7-1185G7, Intel Core i9 12900, Intel Core i9 12900K, Intel Core i9 13900K, Intel Core i7 13700K, Intel Core i5 13600K, Intel Core i9-13900K, Intel Core i5-13600K, Intel Core i9 13700K, Intel Core i9 13900, Intel Core i9 13700, Intel Core i9-14900K Or higher |
| | **Number of Sockets populated with the Processors** | 1, 2 Or higher |
| Motherboard | **Chipset Number** | Intel W680, Intel W790, Intel C741 Or higher |
| Graphics | **Graphics Type** | Integrated |
| | **Number of Graphic Cards** | 0, 1, 2, 3, 4 Or higher |
| | **Graphic Card Description** | NA Or higher |
| Operating System | **Operating System (Factory Pre-Loaded)** | Windows 11 Professional |
| Memory | **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)** | 128, 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 |
| | **RAID for Operating System** | NA |
| | **Capacity of each Drive (GB)** | 512, 600, 768, 800, 900, 1000, 1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher |
| 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 |
| | **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 |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---|---|---|
| | **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** | 1, 2, 3, 4, 5, 6, 7, 8 Or higher |
| | **Capacity of each PCIe Drive (GB)** | 512, 1024, 2048 Or higher |
| | **Total PCIe Drive Capacity (GB)** | 512, 1024, 2048, 4096, 1536, 6144 Or higher |
| RAID | **Number of RAID Controller Ports** | 4, 5, 6, 7, 8, 10 Or higher |
| | **Speed of RAID Controller Ports (Gbps)** | 6, 12 Or higher |
| Connectivity | **Number of Ethernet Ports** | 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 |
| | **If Yes, Version of Bluetooth Available** | 4, 4.1, 4.2, 5, 0 Or higher |
| Display | **Display Availability** | Monitor |
| | **Display Size (cm)** | 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 |
| Power | **Redundant Power Supply** | Yes, No Or higher |
| Warranty | **On Site OEM Warranty (Year)** | 3, 4, 5 Or higher |

| **Comprehensive Maintenance** | |
|---|---|
| Warranty of required product | 3 Year |

| Comprehensive Maintenance | |
|---|---|
| Comprehensive Maintenance Duration (Post Warranty) | 2 Year |

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specfication

**Additional Specification Parameters - Workstation ( 1 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|---|---|
| supply should be made with UPS | YES |

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

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|---|---|---|---|---|
| 1 | Priyanka Gupta | 482003,ICMR-National Institute of Research in Tribal Health, Nagpur Road, PO-Garha Jabalpur 482003 | 1 | 45 |

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

   Director, ICMR-NIRTH
   Account No.
   10080130101
   IFSC Code
   SBIN0001445
   Bank Name
   State Bank of India
   Branch address
   Medical College Branch, Jabalpur

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

6. **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.

7. **Service & Support**

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

8. **Service & Support**

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

9. **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.

10. **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.

11. **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.

12. **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.

13. **Generic**

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

14. **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 %.

15. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

16. **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.

17. **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

18. **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.

19. **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.

20. **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.

21. **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.

## Disclaimer/अस्वीकरण

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

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

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

## Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer’s technical/ service /operational manual, at least once in six

months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
3.GST shall be included in the CMC Charges quoted.
4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period– Percentage to be indicated- A1
CMC charges for 2nd year after warranty period– Percentage to be indicated- A2
CMC charges for 3rd year after warranty period – Percentage to be indicated- A3
CMC charges for 4th year after warranty period – Percentage to be indicated- A4
CMC charges for 5th year after warranty period – Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.
8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.
8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.
(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:
Total Cost for evaluation=
C+C*{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+ (A5/100)/(1.10^n+4)} and so on
C – Cost for equipment quoted and n shall be number of years of product warranty specified.
If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.
8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.
13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

**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 का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**