



Bid Number: GEM/2022/B/2348362 Dated: 18-07-2022

# **Bid Document**

Bid Details		
Bid End Date/Time	02-08-2022 15:00:00	
Bid Opening Date/Time	02-08-2022 15:30:00	
Bid Offer Validity (From End Date)	70 (Days)	
Ministry/State Name	Ministry Of Communications	
Department Name	Department Of Posts	
Organisation Name	Department Of Posts	
Office Name	India Post Payments Bank	
Total Quantity	85	
Item Category	Desktop Computers (Q2)	
Minimum Average Annual Turnover of the bidder (For 3 Years)	27 Lakh (s)	
OEM Average Turnover (Last 3 Years)	212 Lakh (s)	
Years of Past Experience Required for same/similar service	3 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 *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	50 %	
Bid to RA enabled	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Time allowed for Technical Clarifications during technical evaluation	3 Days	
Evaluation Method	Total value wise evaluation	

# **EMD Detail**

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	106200

# ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

## **Beneficiary:**

#### MANAGER

India Post Payments Bank, Department of Posts, Department of Posts, Ministry of Communications (Rishikesh Kailashchandra Sharma)

## Splitting

Bid splitting not applied.

## **MII Purchase Preference**

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11			1
11	MII Purchase Preference	Yes	11
11		105	
			1

#### **MSE Purchase Preference**

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L	MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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.

 If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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.
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. 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 vill be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. 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.

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 50% 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.

10. 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

# **Desktop Computers (85 pieces )**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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, AMD		
	Processor Generation	7, 8, 9, 10, 11, 12 Or higher		
	Number of Cores per Processor	8, 10, 12, 16 Or higher		
	Processor Base Frequency (GHz)	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, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5, 5.1, 5.2, 5.3 Or higher		
	Processor Description	Intel Celeron, Intel Pentium, Intel Core i3, Intel Core i5, Intel Core i7, AMD PRO A6, AMD PRO A8, AMD PRO A10, AMD PRO A12, AMD Ryzen 3, AMD Ryzen 5, AME Ryzen 7, Intel Core i9, AMD Athlon, AMD Ryzen 9 Or higher		
	Processor Number	Intel Celeron G3930T, Intel Celeron G3930, Intel Celeron G3950, Intel Celeron G4900, Intel Celeron G4920, Intel Pentium G4560T, Intel Pentium G4600T, Intel Pentium G4620, Intel Pentium G4600, Intel Pentium Gold G5500, Intel Pentium Gold G5400, Intel Pentium Gold G5500, Intel Pentium Gold G5400, Intel Pentium Gold G5500, Intel Pentium Gold G5400, Intel Core i3 7100T, Intel Core i3 7300T, Intel Core i3 7100 Intel Core i3 8100T, Intel Core i3 7300, Intel Core i3 8300T, Intel Core i3 7300, Intel Core i5 7400T, Intel Core i5 7500T, Intel Core i5 7400, Intel Core i5 7600T, Intel Core i5 8400T, Intel Core i5 7400T, Intel Core i5 8400T, Intel Core i5 7500, Intel Core i5 8500T, Intel Core i5 7600, Intel Core i5 8600, Intel Core i5 8600K, Intel Core i7 7700K Intel Core i5 8600K, Intel Core i7 7700K, Intel Core i7 7700, Intel Core i7 8700T, Intel Core i7 7700K Intel Core i7 8700, Intel Core i7 8700K, AMD A6 9500 AMD A6 9500E, AMD PRO A6 9500, AMD PRO A6 9500E, AMD A8 9600, AMD PRO A10 9700, AMD PRO A10 9700E, AMD A12 9800, AMD PRO A10 9700, AMD PRO A10 9700E, AMD A12 9800, AMD PRO A10 9700, AMD PRO A10 9700E, AMD PRO A12 9800E, AMD Ryzen 3 1200, AMD Ryzen 3 PRO 1200, AMD Ryzen 3 PRO 2200G, AMD Ryzen 5 1400, AMD Ryzen 5 PRO 1500, AMD Ryzen 5 2400GE, AMD Ryzen 5 PRO 1600, AMD Ryzen 5 2600, AMD Ryzen 5 PRO 2600, AMD Ryzen 7 1700, AMD Ryzen 5 PRO 2400GE, AMD Ryzen 7 1700, AMD Ryzen 5 PRO 1700X, AMD Ryzen 7 1700, AMD Ryzen 5 2600, AMD Ryzen 5 PRO 2600, AMD Ryzen 5 2600, AMD Ryzen 5 PRO 3400GE, AMD Ryzen 5 2600, AMD R		

Specification	Specification Name	3700, ABDIRequisence and And Arth Ryzen / PRO 3700, ABDIRequisence and Allawer yzel a est 900,
		Intel Core i7 9700K, Intel Core i9 9900K, Intel Core i9
		10900K, Intel Core i9 10900KF, Intel Core i9 10900,
		Intel Core i9 10900F, Intel Core i9 9900KS, Intel Core
		i7 10700K, Intel Core i7 10700KF, Intel Core i9
		9900KF, Intel Core i7 10700, Intel Core i7 10700F,
		Intel Core i7 9700KF, Intel Core i5 10600K, Intel Core
		i5 10600KF, Intel Core i5 10600, Intel Core i7 9700F,
		Intel Core i7 8086K, Intel Core i5 10500, Intel Core i9
		10900T, Intel Core i3 10320, Intel Core i5 10400, Intel
		Core i5 10400F, Intel Core i5 9600K, Intel Core i5
		9600KF, Intel Core i7 10700T, Intel Core i3 10300,
		Intel Core i9 9900T, Intel Core i5 10600T, Intel Core i3
		10100, Intel Core i5 9500F, Intel Core i5 9400F, Intel
		Core i3 9350KF, Intel Core i3 9350K, Intel Core i7
		9700T, Intel Core i5 10500T, Intel Core i3 8350K, Inte
		Core i5 9600T, Intel Core i3 10300T, Intel Core i5
		8600T, Intel Core i5 10400T, Intel Core i3 9100F, Intel
		Core i5 9500T, Intel Core i3 10100T, Intel Core i5
		9400T, Intel Core i3 9300T, Intel Core i3 9100T, Intel
		Pentium Gold G6600, Intel Pentium Gold G6500, Intel
		Pentium Gold G5620, Intel Pentium Gold G6400, Intel
		Pentium Gold G6500T, Intel Pentium Gold G6400T,
		Intel Pentium Gold 5600T, Intel Pentium Gold G5420T
		Intel Celeron G5920, Intel Celeron G5900, Intel
		Celeron G4950, Intel Celeron G5900T, Intel Celeron
		G4930T, Intel Celeron G4900T, Intel Pentium Silver
		J5040, Intel Celeron J4125, Intel Pentium Silver J5005,
		Intel Celeron J4105, Intel Celeron J4025, Intel Celeron
		J4005, AMD Ryzen 7 PRO 4750G, AMD Ryzen 7 PRO
		4750GE, AMD Ryzen 7 4700G, AMD Ryzen 7 4700GE,
		AMD Ryzen 5 PRO 4650G, AMD Ryzen 5 PRO 4650GE,
		AMD Ryzen 5 4600G, AMD Ryzen 5 4600GE, AMD
		Ryzen 3 PRO 4350G, AMD Ryzen 3 PRO 4350GE, AMD
		Ryzen 3 4300G, AMD Ryzen 3 4300GE, Intel Core i3
		10325, Intel Core i3 10305, Intel Core i3 10105, Intel
		Core i3 10105F, Intel Core i3 10305T, Intel Core i3
		10105T, Intel Pentium Gold G6605, Intel Pentium Gol
		G6505, Intel Pentium Gold G6405, Intel Pentium Gold
		G6505T, Intel Pentium Gold G6405T, Intel Celeron
		G5925, Intel Celeron G5905, Intel Celeron G5905T,
		Intel Pentium Gold G5600T, AMD Ryzen 7 PRO 5750G
		AMD Ryzen 7 PRO 5750GE, AMD Ryzen 7 5700G, AMI
		Ryzen 7 5700GE, AMD Ryzen 5 PRO 5650G, AMD
		Ryzen 5 PRO 5650GE, AMD Ryzen 5 5600G, AMD
		Ryzen 5 5600GE, AMD Ryzen 3 PRO 5350G, AMD
		Ryzen 3 PRO 5350GE, AMD Ryzen 3 5300G, AMD
		Ryzen 3 5300GE, Intel Core i9 11900, Intel Core i9
		11900F, Intel Core i7 11700, Intel Core i7 11700F,
		Intel Core i5 11600, Intel Core i5 11500, Intel Core i5
		11400, Intel Core i9 11900T, Intel Core i7 11700T,
		Intel Core i5 11600T, Intel Core i5 11500T, Intel Core
		i5 11400T, Intel Core i3 12100T, Intel Core i3 12300T
		Intel Core i3 12100, Intel Core i3 12100F, Intel Core i
		12300, Intel Core i5 12400T, Intel Core i5 11600KF,
		Intel Core is 11600K, Intel Core is 12500T, Intel Core
		i7 11700KF, Intel Core i7 12700T, Intel Core i5
		12600T, Intel Core i7 11700K, Intel Core i5 12400,
		Intel Core i5 12400F, Intel Core i9 12900T, Intel Core
		i5 12500, Intel Core i5 12600K, Intel Core i5 12600KF
		Intel Core i9 11900KF, Intel Core i9 11900K, Intel
		Core i5 12600, Intel Core i7 12700, Intel Core i7
		12700F, Intel Core i7 12700KF, Intel Core i7 12700K,
		Intel Core i9 12900F, Intel Core i9 12900, Intel Core i9

Specification	Specification Name	12900KF, Intel Core i9 12900K Or higher Bid Requirement (Allowed Values)	
	Cache (MB)	12.0 - 96.0 Or higher	
Motherboard	Chipset Series	Intel H Series, Intel B Series, Intel Q Series, AMD B Series, AMD Pro Series, Intel Z Series Or higher	
	Chipset Number	Intel H110, Intel H270, Intel H310, Intel H370, Intel B250, Intel B360, Intel Q 250, Intel Q 270, Intel Q 370 AMD B350, AMD B300, Intel B 365, AMD B500, AMD PRO 560, AMD PRO 500, Intel H 470, Intel B 460, Intel H 410, Intel Z 490, Intel Q 470, AMD PRO 565, Intel Q570, Intel B560, Intel H510, Intel H570, Intel H610, Intel H670, Intel Q670, Intel H660, Intel B660 Or higher	
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional, DOS	
Memory	RAM Size (GB)	8, 16, 32, 64, 128 Or higher	
RAM Expandability up to( using spare DIMM Slots in GB)		8, 16, 32, 64, 128 Or higher	
Storage	Type of Drives used to populate the Internal Bays	HDD, SSD	
Total HDD Capacity (GB)		500, 1000, 1500, 2000, 2500, 3000, 0, 4000 Or highe	
	Total SSD Capacity (GB)	512, 768, 1024, 2048, 4096 Or higher	
	Total SSHD Capacity in addition to 8 GB Flash (GB)	500, 1000, 2000, 0 Or higher	
Cabinet	Cabinet Form Factor	SFF ( 7 to 13 Litres), Tower (13.1 to 26 Litres)	
Monitor	Monitor Technology	IPS, TN, VA, NA Or higher	
	LED Backlit Monitor Size (INCHES)	18.5, 19.5, 21.5, 22, 23, 24, 27, 20, 23.8, 19, 32, NA Or higher	
	Monitor Resolution (PIXELS)	1366x768, 1440 x 900, 1600 x 900, 1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 1280 x 1024, 2560 x 1440 Or higher	
Input Devices	Mouse Connectivity	Wired, Wireless Or higher	
	Keyboard Connectivity	Wired, Wireless Or higher	
Warranty	On Site OEM Warranty (Year)	3, 5, 4 Or higher	

Additional Specification Parameters - Desktop Computers (85 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
MINIMUM SPECIFICATIONS TO COMPLY 1.Processor Make 2.Processor Cores / threads 3. Processor Cache 4.Processor Base frequency 5. Operating System 6. Type of Hard Disk Drive	1 Any Value 2 8 and Above 3 12 MB and Above 4 3.0 GHz and above 5 DOS 6 SSD	
7. Hard Disk Drive Size 8. Type of RAM 9. RAM Speed 10. RAM Size 11. Expandable RAM 12. Monitor Display Size	7. 512 GB or above 8. DDR4 or above 9. 2666 or above MHz 10. 8 GB or above 11. upto minimum 16 GB 12. 19 Inch or above	
13. Display resolution 14. Keyboard 15. Mouse 16. Optical Drive 17. Finger Print Reader 18. Warranty 19. TPM - Trusted Platform Module 20. IO POrts	13. 1366 x 768 Pixel or higher 14 Standard 15. Standard 16. Optional 17. Optional 18. 3 Year On Site 19. Version 2.0 and Above 20. a) 3XUSB 3.0 Type A b) 1XHDMI c) 1XVGA (onboard or through HDMI to VGA adapter). d) 1XGigabit Ethernet (RJ45) e) 1X Headphone / Mic Combo jack f) 1X Power jack	

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

# **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	C N Rajesh	560025,INDIA POST PAYMENTS BANK, MUSEUM ROAD POST OFFICE BUILDING, OPPOSITE TO ST JOSEPH EUROPEAN HIGH SCHOOL, MUSEUM ROAD BANGALORE 560025	5	15
2	S LENIN VIGNESH	600002,INDIA POST PAYMENTS BANK, CIRCLE OFFICE, ANNA ROAD HEAD POST OFFICE, MOUNT ROAD, CHENNAI - 600002	80	15

# Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Configuration and Additional Scope of Work <u>View</u>	Configuration and Additional Scope of Work	Desktop Computers(85)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# 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

# **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. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address IPPB Chennai Office - Address will Be shared with Selected bidder IPPB Bangalore Office - Address will be shared with the Selected bidder IPPB New Delhi Office - If required address will be shared bidder . ..

#### 3. 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.

## 4. Generic

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

#### 5. 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 %.

## 6. 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.

## 7. 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 / Public Listed Company 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.

#### 8. 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.

# 9. Generic

IT equipment shall be IPv6 ready from day one.

## 10. 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.

## 11. Generic

## **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes.

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

# 12. Generic

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

# 13. 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.

# 14. 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.

# 15. 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.

#### 16. 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.

# 17. Service & Support

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

## 18. Service & Support

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

## 19. 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.

#### 20. Purchase Preference (Centre)

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% 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 percentage of 25% of total value.

### 21. **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.

# 22. 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.

#### 23. Warranty

Warranty period of the supplied products shall be 3 years 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.

## 24. 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.

#### 25. 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-imberse the cost of such service / rectification to the Buyer.

## 26. 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.

#### 27. 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

#### 28. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of INDIA POST PAYMENTS BANK LIMITED payable at NEW DELHI.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of INDIA POST PAYMENTS BANK payable at NEW DELHI.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 31. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name INDIA POST PAYMENTS BANK LIMITED Account No. 36071473569 IFSC Code SBIN0000691 Bank Name STATE BANK OF INDIA Branch address PARLIAMENT STREET BRACH NEW DELHI. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of INDIA POST PAYMENTS BANK LIMITED payable at NEW DELHI. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 33. 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 INDIA POST PAYMENTS BANK Account No. 36071473569 IFSC Code SBIN0000691 Bank Name STATE BANK OF INDIA Branch address PARLIAMENT STREET BRANCH NEW DELHI. 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.

#### 34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of INDIA POST PAYMENTS BANK A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 35. Financial Criteria

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

#### 36. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# 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.

