



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4812515  
Dated/दिनांक : 25-03-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-04-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-04-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Puducherry
Department Name/विभाग का नाम	Law And Judicial Department Puducherry
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	District Court, Puducherry
Total Quantity/कुल मात्रा	77
Item Category/मद केटेगरी	Desktop Computers (Q2) , Multifunction Machines MFM (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *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/विगत प्रदर्शन	70 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Comprehensive Maintenance Charges Required	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Primary product category</b>	Desktop Computers
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Special Officer-cum-Additional Sub Judge  
District Court, Puducherry, Law and Judicial Department Puducherry, N/A,  
(Special Officer-cum-additional Sub Judge)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / 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.
3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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 ( 56 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

\* [As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	<b>Processor Make</b>	Intel
	<b>Processor Generation</b>	11.0 Or higher
	<b>Number of Cores per Processor</b>	6, 8, 10, 12, 16, 14, 24, 22 Or higher
	<b>Processor Description</b>	Intel Core i5, Intel Core i7, Intel Core i9 Or higher
	<b>Processor Number</b>	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 i5 11600KF, Intel Core i5 11600K, Intel Core i7 11700KF, Intel Core i7 11700K, Intel Core i9 11900KF, Intel Core i9 11900K Or higher
Motherboard	<b>Chipset Series</b>	Intel H Series, Intel B Series, Intel Q Series, Intel Z Series Or higher
	<b>Chipset Number</b>	Intel H110, Intel H270, Intel H310, Intel H370, Intel B250, Intel B360, Intel Q 250, Intel Q 270, Intel Q 370, Intel B 365, Intel H 470, Intel B 460, Intel H 410, Intel Z 490, Intel Q 470, Intel Q570, Intel B560, Intel H510, Intel H570, Intel H610, Intel H670, Intel Q670, Intel H660, Intel B660 Or higher
Graphics	Graphics Type	Integrated
Operating System	<b>Operating System (Factory Pre-Loaded)</b>	Windows 11 Professional
Memory	<b>RAM Size (GB)</b>	16, 32, 64, 128 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<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, SSHD, SSED, PCIe_SSD, m.2 NVME 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)
Monitor	<b>Monitor Technology</b>	IPS, TN, VA, NA Or higher
	<b>LED Backlit Monitor Size (INCHES)</b>	21.5, 22, 23, 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
Warranty	<b>On Site OEM Warranty (Year)</b>	3, 5, 4 Or higher

Comprehensive Maintenance	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	4 Year

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

#### Additional Specification Parameters - Desktop Computers ( 56 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Operating System	Though preloaded OS requirement is windows, the additional requirement is that the OS be both Windows and Linux compliance.

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

**Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	S Magendiran	605004,NEW INTEGRATED COURT COMPLEX, CUDDALORE MAIN ROAD, PUDUCHERRY 605004	56	45

### Multifunction Machines MFM ( 21 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Ungrouped	<b>Type of Machine</b>	Multifunction Machine
	<b>Print Technology</b>	Laser
	<b>Type of Printing</b>	Mono
	<b>Cartridge Technology</b>	Composite Cartridge, Separate Drum and Toner (Mono Component), Separate Drum and Toner (Dual Component), Ink Or higher
	<b>Platen/Flatbed Size</b>	A4, A3, Legal Or higher
	<b>Paper Size (Original/Image)</b>	A4/A4
	<b>RAM size (MB)</b>	128, 256, 512, 1024, 2048, 4096, 6144, 3072, 320, 768, 1536, 1500, 758, 1250, 2560, 7168, 5120, 8192, 16384, 2816, 4000, 2000, 4608, 10240, 8000, 3584 Or higher
	<b>Hard Disk Capacity(GB)</b>	0, 8, 128, 160, 256, 320, 500, 1024, 250, 640, 32, 1000, 2000, 3000 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono</b>	35, 36, 38, 40, 43, 45, 46, 47, 50, 52, 55, 60, 61, 65, 70, 71, 75, 80, 90, 95, 100, 105, 110, 51, 56, 41, 120, 130, 160, 57, 85, 81, 53, 140, 96, 111, 115, 136, 42, 48 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour</b>	12, 15, 16, 18, 20, 22, 23, 24, 25, 26, 27, 28, 30, 31, 35, 36, 4, 4.4, 5, 5.7, 5.8, 6.8, 10, 10.4, 15.5, 40, 50, 60, 5.5, 11, 46, 120, 130, 160, 65, 45, 7, 34, 55, 38, 56, 75, 81, 19, 71, 0, 21, 53, 32, 70, 140, 80, 85, 115, 6, 13, 33, 3.9, 9 Or higher
	<b>Scanning Feature Availability</b>	Yes Or higher
	<b>Duplexing Feature Availability</b>	Yes Or higher
	<b>Faxing Feature Availability</b>	Yes, No Or higher
<b>Networking Feature Availability</b>	Yes Or higher	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Wi-Fi Availability	Yes, No Or higher
	Original Document Feeder Type	ADF, DADF/RADF, SPDF Or higher
	Number of Main Paper Tray	1, 2, 3, 4, 5 Or higher
	Bypass Facility	Yes Or higher
	On Site OEM Warranty (Year)	3, 4, 5 Or higher

Comprehensive Maintenance	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	4 Year

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

**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	S Magendiran	605004,NEW INTEGRATED COURT COMPLEX, CUDDALORE MAIN ROAD, PUDUCHERRY 605004	21	45

**Special terms and conditions-Version:3 effective from 28-10-2023 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 FOR DESKTOP COMPUTERS**

**Sl.No.**

**1 OPERATING SYSTEM**

**(i)** There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form

**(ii)** Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.

**(iii)** Buyers may ensure that MAF shall not be made a mandatory requirement in bids.

**(iv)** If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.

**(v)** In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.

**(vi)** In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

- (vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

## **2 REQUIREMENT OF OEM LOGO**

- (i) Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

## **3 CHANGING OR ALTERING THE CONFIGURATION**

- (i) The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the purchaser in its original, factory-approved configuration.

## **4 WARRANTY**

- (i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

- (ii) The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

## **5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES**



- (i) Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

- (ii) In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

- (iv) At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly
- (ii) Warranty certificate from OEM should be insisted and checked.
- (iii) Instruction manuals, and OS installed should be checked
- (iv) The machine serial no should also be checked.

- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

## **6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY**

- (i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

## **7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE**

- (ii) OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

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

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

Buyer Added text based ATC clauses

IMPORTANT: Bidders are required to go through bid document thoroughly and upload all required documents as per checklist enclosed in bid document. Download Checklist from the below condition. Deviation from uploading the required documents as per checklist will entail rejection.

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

Buyer uploaded ATC document [Click here to view the file.](#)

### **3. 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.

### **4. 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.

### **5. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Integrated Court Complex  
Cuddalore Pondy Main Road  
Venkatasubba Reddiar Square  
Mudaliarpet  
Puducherry - 4

### **6. Turnover**

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

7. **Generic**

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

8. **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 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

9. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 4 years for the offered products at the rate not more than 8 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

all components

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

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. **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.

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**

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.

17. **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.

18. **Generic**

IT equipment shall be IPv6 ready from day one.

19. **Certificates**

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

20. **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.

21. **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

22. **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.

23. **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)

24. **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

The Special Officer-cum-Additional Sub Judge. Judicial Department, Puducherry 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.

25. **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.

26. **Generic**

Scope of supply includes Training: Number of employees to be trained

1

, Place for Training

Puducherry

and Duration of training

1

days.

27. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

7 Years

Shelf Life. On the date of supply, minimum

7 Years

usable shelf life should be available / balance.

28. **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.

29. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Yes

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30. **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.

31. **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.

### 32. **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/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. 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.

## **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 be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, 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.

[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---**