



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5500781  
Dated/दिनांक : 06-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-11-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-11-2024 10:30:00
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 Of Cancer Prevention And Research , I-7 Sector -39 Noida U.p. 201301
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)	10 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	76 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**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 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
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

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

**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).	62

(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 :**

DIRECTOR

National Institute Of Cancer Prevention And Research , I-7 Sector -39 Noida U.p. 201301, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare  
(Director Nicpr)

**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 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. 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.

## 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 कैटेगरी 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	<b>Form Factor</b>	Desktop
Processor	<b>Processor Make</b>	Intel
	<b>Processor Generation</b>	7, 8, 9, NA, 10, 11, 12, 13 Or higher
	<b>Number of Cores per Processor</b>	10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 64, 36, 56 Or higher
	<b>Processor Base Frequency (GHz)</b>	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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Processor Description</b>	Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher
	<b>Processor Number</b>	Intel Xeon W-3245, Intel Xeon W-3245M, Intel Xeon W-3265, Intel Xeon W-3265M, Intel Xeon W-3275, Intel Xeon W-3275M, Intel Xeon W-2235, Intel Xeon W-2255, Intel Xeon W 10855M, Intel Xeon W 10885M, Xeon 2286M, Xeon 2276M, Intel Xeon W9 3495X, Intel Xeon W9 3475X, Intel Xeon W7 3465X, Intel Xeon W7 2495X, Intel Xeon W7 3455, Intel Xeon W 3375, Intel Xeon W5 2465X, Intel Xeon W5 3435X, Intel Xeon W 3365, Intel Xeon W 3335, Intel Xeon W7 2475X, Intel Xeon W5 2455X, Intel Xeon w9-3495X, Intel Xeon w9-3475X, Intel Xeon w7-3465X, Intel Xeon w7-2495X, Intel Xeon w7-3455, Intel Xeon W-3375, Intel Xeon w5-2465X, Intel Xeon w5-3435X, Intel Xeon W-3365, Intel Xeon W-3335, Intel Xeon w5-2455X Or higher
	<b>Number of Sockets populated with the Processors</b>	1, 2 Or higher
Motherboard	<b>Chipset Number</b>	Intel W680, Intel W790, Intel C741 Or higher
Graphics	<b>Graphics Type</b>	Dedicated/Discrete
	<b>Number of Graphic Cards</b>	1, 2, 3, 4 Or higher
	<b>Graphic Card Description</b>	nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV100 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB, NVIDIA RTX 4000 Ada 20 GB 4DP Graphics, NVIDIA RTX 4500 Ada 24 GB 4DP Graphics, NVIDIA RTX 5000 Ada 32 GB 4DP Graphics, NVIDIA RTX 6000 Ada 48 GB 4DP Graphics Or higher
Operating System	<b>Operating System (Factory Pre-Loaded)</b>	Windows 11 Professional
Memory	<b>RAM Size (GB)</b>	64, 128, 256, 512, 1024, 2048, 3072, 4096, 96, 192, 384, 768, 1536 Or higher
	<b>RAM Expandability upto using spare DIMM Slots (GB)</b>	16, 32, 64, 128, 256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher
Primary Storage /Boot Drive	<b>Type of Drives used to populate the internal Bays</b>	NA
	<b>RAID for Operating System</b>	NA
	<b>Capacity of each Drive (GB)</b>	128, 256, 300, 384, 500, 512, 600, 768, 800, 900, 1000, 1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000, 0 Or higher
Secondary Storage	<b>Type of Drives used to populate the Internal Bays</b>	NA
	<b>Number of Internal Bays populated with SATA Drive</b>	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
	<b>Each SATA Drive Capacity (GB)</b>	500, 1000, 2000, 4000, 8000, 0, 6000 Or higher
	<b>Total SATA Drive Capacity (GB)</b>	500, 1000, 2000, 4000, 8000, 3000, 5000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000, 0 Or higher
	<b>Number of Internal Bays populated with SAS Drive</b>	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	<b>Capacity of each SAS Drive (GB)</b>	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher
	<b>Total SAS Drive Capacity (GB)</b>	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher
	<b>Number of Internal Bays populated with SSD Drive</b>	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	<b>Capacity of each SSD Drive (GB)</b>	128, 256, 512, 1024, 2048, 800, 0 Or higher
	<b>Total SSD Capacity (GB)</b>	128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher
	<b>Number of Internal Bays populated with PCIe Drive</b>	0, 1, 2, 3, 4, 5, 6, 7, 8 Or higher
	<b>Capacity of each PCIe Drive (GB)</b>	128, 256, 512, 1024, 2048, 0 Or higher
	<b>Total PCIe Drive Capacity (GB)</b>	128, 256, 512, 1024, 2048, 4096, 0, 1536, 6144 Or higher
RAID	<b>Number of RAID Controller Ports</b>	2, 3, 4, 5, 6, 7, 8, 10 Or higher
	<b>Speed of RAID Controller Ports (Gbps)</b>	6, 12 Or higher
Connectivity	<b>Number of Ethernet Ports</b>	1, 2, 3, 4, 6 Or higher
	<b>Wireless Connectivity</b>	Yes, No Or higher
	<b>If Yes, Type of Wireless Connectivity</b>	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
	<b>Bluetooth Connectivity</b>	Yes, No Or higher
	<b>If Yes, Version of Bluetooth Available</b>	4, 4.1, 4.2, 5, 0 Or higher
Display	<b>Display Availability</b>	Monitor
	<b>Display Size (cm)</b>	68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130 Or higher
	<b>Display Type</b>	Non Touch, Touch Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Panel Type</b>	Flat, Curved Or higher
	<b>Panel Technology</b>	IPS, OLED Or higher
	<b>Display Resolution (Pixels)</b>	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	<b>Redundant Power Supply</b>	Yes, No Or higher
Warranty	<b>On Site OEM Warranty (Year)</b>	5 Or higher

<b>Comprehensive Maintenance</b>	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year
ITC Available On GST	100%
ITC Available On GST Cess	100%

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

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

Specification Parameter Name	Bid Requirement (Allowed Values)
High Throughput Bioinformatics Workstation -Compliance to the parameters mentioned in the Buyer Added text based ATC clauses	-Only those parameters mentioned in para 34 of Buyer Added text based ATC clauses will be considered for technical evaluation. -GeM based parameters will not be considered for technical evaluation.

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

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	SANT RAM	201301,NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH (ICMR) I-7,SECTOR 39, NOIDA	1	60

**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. **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 %.

5. **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.

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**

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.

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**

**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.

10. **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

11. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

12. **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.

13. **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.

14. **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.

15. **Financial Criteria**

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

16. **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

DIRECTOR NICPR  
payable at  
NOIDA

. 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.

**17. 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

DIRECTOR NICPR

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.

**18. 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)

**19. 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.

**20. 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.

**21. Purchase Preference (Centre)**

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

**22. 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 15% of total value.

**23. Purchase Preference (Centre)**

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

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

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

#### 24. **Service & Support**

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

#### 25. **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.

#### 26. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 3 % 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 Quarterly 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

##### SPARES PARTS AND PLASTIC ITEMS

(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).

#### 27. **Warranty**

Warranty period of the supplied products shall be 5 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.

#### 28. **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.

## 29. **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.

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

Buyer Added text based ATC clauses

### **Special Terms and Conditions for Workstation**

#### **1. Operating System:**

(i) There is no requirement that the OEM of the Workstation system 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) 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 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 Redington 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 website or by telephone or both.

#### **2. Changing or Altering the Configuration:**

The seller shall 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.

#### **3. Warranty:**

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

(ii) The warranty certificate should be verifiable through 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.

#### **4. 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/altered products.

(ii) 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:

-Packing should be checked properly

-Warranty certificate from OEM should be insisted and checked

-Instruction manuals and OS installed should be checked

-The machine serial no should also be checked

## **5. Compliance of Extended Producer's Responsibility:**

(i) With effect from 01.04.2023, as per E-waste 2022, EPR registration is mandatory for manufacturing entities shall ensure compliance.

## **6. Mandatory/Statutory Requirement as Applicable:**

(i) OEMs shall have to ensure the mandatory/statutory requirement 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.

### **Other Conditions:**

**1. Tender Inviting Authority:** This tender enquiry for procurement of items/equipment as mentioned in bidding document is being invited by the Director, ICMR-National Institute of Cancer Prevention and Research (ICMR-NICPR), Sector-39, Noida, UP and to be supplied at (ICMR-NICPR), Sector-39, Noida, UP.

2. Interested bidders are required to sign and submit "Bid Security Declaration" along with bid accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the dead line defined in the request for bids document, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the entity that invited the Bids.

**3. Eligibility:** (i) The Bidder must be a Manufacturer or its authorized Agent of (OEM) Original Equipment Manufacturer (Document should be enclosed with bids). (ii) The bidder/agency/ firm/ proprietor/ partner should not be blacklisted/debarred by any Central/ State/ PSU/ Govt. agency or no case of any nature i.e. Civil/Income Tax/ GST/ Sales Tax/ Vat is contemplated or pending against the firm or proprietor/partner (Document should be enclosed with bids).

**4. One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.

**5. The firm should provide 5 years Comprehensive warranty for each equipment and three preventive maintenance visits per year and also breakdown visits as and when required during warranty period.** The duration of warranty period will start after, proper installation of the equipment and submitting users satisfactory report.

6. When the equipment is under comprehensive warranty/maintenance, it would be the responsibility of the manufacturer/dealer/agent to procure spare parts and the Institute will not incur any expense on duty, octroi or handling charges, preventive maintenance, kits etc.

7. Director, ICMR-NICPR, Noida reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the Director, ICMR-NICPR will be binding and final on the subject.

8. Bidders may be asked to provide demonstration of the quoted model during the technical evaluation of bids so as to ensure that quoted products are conformity with the quality and specifications as mentioned in bid document. Equipment which are not in conformity with the technical specifications shall be rejected. Bidders shall bear the cost of demonstration and should be comply with the timelines of the Institute for demonstration of the product.

9. The firm should quote the latest model and should maintain spare parts to maintain the equipment, up to 10 years from the date of installation.

**10. Inspections and Tests:** Director, ICMR-NICPR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. Inspection of goods shall be carried out by representative of Director, ICMR-NICPR and they will issue an acceptance certificate.

**11. Packing:** (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (b) The packing, marking, and documentation within and out

side the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. (c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

**12. Payment:** 100% payment shall be made after receipt of complete goods/Equipment in good condition, acceptance and successful installation of goods/Equipment and subject to submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to Director, ICMR-NICPR for payment:

- (a) Copy of Purchase Order;
- (b) Copy of Extension Order (if any);
- (c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;
- (d) Installation Report in original duly signed and sealed by the authorized officer of the consignee ;
- (e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;
- (f) Performance Bank Guarantee
- (g) Training to staff

**13. Settlement of Disputes:** (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director, ICMR-NICPR.

(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows. (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English. (ii) The decision of the majority of arbitrators shall be final and binding upon parties. (iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

(e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. The Procurement agency shall pay the Supplier any monies due to the Supplier.

**14. Insurance:** Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

(b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing,

commissioning and handing over of the goods to the consignee. In case the delay in the installation and co

Commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

(c) **Insurance would be borne by the Supplier** . Insurance Certificate for 110% of the value to be insured in favour of Director, ICMR-NICPR, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

15. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidated damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

16. GST will be applicable as per the latest GoI notification.

17. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment and training etc., if any.

18. Bidders need to indicate the percentage of local content and the component wise bifurcation of the local content. Bidder has to inform the level of collaboration/joint venture/ etc with the Indian firm with location of the office for manufacturing these goods in India as per GOI- Make in India (MII) norms/policy.

19. The duly signed and stamped manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization/dealership, by so declaring the tender no. and name of procuring entity i.e ICMR-NICPR clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting on behalf of their principal manufacturers, one bidder cannot represent two OEM or quote on their behalf.

20. Product serial numbers and warranty information should be available in public domain. Declaration to be submitted.

21. CPU, Monitor, Keyboard and Mouse should be of same OEM make and color. OEM logo/trademark should be embossed on them. No sticker/watermark will be accepted.

22. OEM of the workstation must have PAN India functional service centres along with in Delhi/NCR region. Bidder must submit documentary proof of the same along with bid. Failing which offer may not be considered.

23. Onsite support should be provided during warranty period. Warranty certificate is to be provided on OEM letterhead.

24. Prospective bidders to please note carefully the schedule for Pre-Bid meeting since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Bidders are advised to ensure that their queries must reach by e-mail as specified in the tender at least 24 hours in advance for this purpose. Bidders may also note that after the pre-bid meeting, no further queries shall be entertained.

25. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority".

26. The Peripherals - Monitor, Keyboard, and mouse should be of the same brand and TCO Certified.

27. The motherboard should have the OEM (Original Equipment Manufacturer) logo embossed.

28. The Desktop should have preloaded OS with perpetual license and auto-recovery partition within the hard-disk.

29. The bidder must provide the registered model number and brochure of the desktop.

30. The official website of the workstation computer company must provide the details of the quotes Model Number, the parts used in that model number and must provide the drivers for all the parts of that Model of the workstation.

31. If it is found that the bidder has changed the model number and parts of the supplied Workstation mentioned in the bid, appropriate strict legal action will be taken against the bidder.

32. **All software updates should be provided free of cost during warranty and CMC period.**

33. Following Certificates may be provided along with the bid:

-Certificate of Conformance

-Supply Chain Maintained Certificate

-Malicious Code Certificate

### **34. Technical Specifications:**

**High throughput Bioinformatics Workstation (including all associated accessories ) : Quantity = 1**

#### **Detailed specification/configuration of the equipment**

**1.Processor:** Should have Intel Xeon processor (5th generation or higher) with maximum turbo frequency up to 4.50 GHz or better. Should have a minimum of 56 cores or higher with up to 72 threads or better.

**2.RAM:** Should have a minimum of 512 GB RAM or higher in the configuration 16 X 32GB. Memory type should be DDR5, Max memory speed - 4800 DIMM with Error correction code memory (ECC REG).

**3.SSD:** Should have a minimum of 16 TB or higher with M.2 2280, PCIe-NVMe Solid State Drives (SSD) in the configuration 4 X 4TB.

**4.HDD:** Should have a minimum of 32 TB or higher SATA 3, 7200 RPM, 3.5" Enterprise Hard Disk Drives (HDD).

**5.Graphics:** Should have NVIDIA RTX A5000 Ada 24 GB (or higher) graphics with mini-DP to DP adapter, and MDP to VGA adapter.

**6.Operating System:** Should be Linux ready, and Windows 11 64-bit workstation license.

**7.Monitor:** Should provide 27-inch or higher Ultra-high definition (UHD) monitor of the same brand (compatible with workstation system graphics).

**8.I/O devices:** Should provide USB optical mouse and USB keyboard of the same brand.

**9.Support:** Should provide complete installation support and initial configuration, including all network cables and switches as required.

**10.Warranty:** Should provide a complete and comprehensive onsite warranty for 5 years next business day (NBD), including parts, labor, and tech support directly from OEM or OEM authorized suppliers.

**11.UPS:** Should provide suitable Online UPS (2 KVA or higher) with battery pack including rack and complete set of connectors and links. Minimum 30 mins power back up or higher. UPS should have a 3-year warranty.

**12.** Vendor should enclose ISO/CE conformity certification of the equipment.

**13.** Supplier must provide a list of five previous installations of they quoted model or equivalent models in Government institutes / organizations in India.

#### **Note:-**

Parameters/ Technical Specification/ T&C mentioned in the Buyer Added text based ATC clauses shall prevail over GeM Category Specification/ General T&C

-----  
**Pre-bid interaction date and time : 14-11-2024 at 11.00 AM**

**Pre-bid Venue: Board Room, NICPR, Noida**

### **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 including CMC 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 कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---