



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5332930 Dated/दिनांक : 20-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-10-2024 12:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-10-2024 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	Ministry Of Education	
Department Name/विभाग का नाम	Department Of Higher Education	
Organisation Name/संगठन का नाम	Indian Institute Of Technology (iit)	
Office Name/कार्यालय का नाम	Bhubaneswar	
Total Quantity/कुल मात्रा	10	
Item Category/मद केटेगरी Workstation (Q2)		
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/	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Past Performance/विगत प्रदर्शन	80 %	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिड का प्रकार	Two Packet Bid	

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	Νο

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
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 :

Registrar

Bhubaneswar, Department of Higher Education, Indian Institute of Technology (IIT), Ministry of Education (Registrar, lit Bhubaneswar)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of

quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. 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.

<u>OM No.1 4 2021 PPD dated 18.05.2023</u> 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.

5. 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 guoted 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Workstation (10 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification Specification Name/विशिष्टि का Bid Requirement/बिड के लिए आवश्यक (नाम Values)/अनुमत मूल्य		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Туре	Form Factor	Desktop	
Processor	Processor Make	Intel	
	Processor Generation	13 Or higher	
	Number of Cores per Processor	24, 26, 28, 30, 32, 64, 36, 56 Or higher	
	Processor Base Frequency (GHz)	3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3, 5.2 Or higher	
	Processor Description	Intel Core i9, Intel Xeon E Series, Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher	
	Processor Number	Intel Core i7-8700K, Intel Core i9 10980XE, Intel Core i9 10940X, Intel Core i9 10920X, Intel Core i9 10900X, Intel Core i7-1185G7, Intel Core i9 13900K, Intel Core i9-13900K Or higher	
	Number of Sockets populated with the Processors	1, 2 Or higher	
Motherboard	Chipset Number	Intel W680, Intel W790, Intel C741 Or higher	
Graphics	Graphics Type	Dedicated/Discrete	
	Number of Graphic Cards	1, 2, 3, 4 Or higher	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
	Graphic Card Description	nVIDIA Quadro P4000 8GB, nVIDIA Quadro RTX 4000 8GB, nVIDIA Quadro P5000 16GB, nVIDIA Quadro RTX 5000 16GB, nVIDIA Quadro P6000 24GB, nVIDIA Quadro GP100 16GB, nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV10 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB 4DP GFX, NVIDIA T1000 8GB, NVIDIA RTX A2000 12GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A6000 48GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB, NVIDIA Cong-Life T1000E 8 GB 4mDP, NVIDIA Long-Life RTX A2000E 12 GB 4mDP Graphics, NVIDIA GeForce RTX 3060 12 GB, NVIDIA GEForce RTX 3070 8 GB, NVIDIA GeForce RTX 3080 10 GB, NVIDIA RTX 6000 ADA Generation, NVIDIA GEForce RTX 4060 8 GB GDDR6, NVIDIA RTX 4080 Super 16 GB GDDR6X, NVIDIA RTX A400 4 GB 4mDP Graphics, NVIDIA RTX 2000 Ada 16 GB 4mDP Graphics, 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	Operating System (Factory Pre-Loaded)	Windows 11 Professional		
Memory	RAM Size (GB)	32, 64, 128, 256, 512, 1024, 2048, 3072, 4096, 4 96, 192, 384, 768, 1536 Or higher		
	RAM Expandability upto using spare DIMM Slots (GB)	128, 256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher		
Primary Storage /Boot Drive	Type of Drives used to populate the internal Bays	PCIe		
	RAID for Operating System	NA		
	Capacity of each Drive (GB)	1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher		
Secondary Storage	Type of Drives used to populate the Internal Bays	NA		
	Number of Internal Bays populated with SATA Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher		
	Each SATA Drive Capacity (GB)	500, 1000, 2000, 4000, 8000, 0, 6000 Or higher		
	Total SATA Drive Capacity (GB)	500, 1000, 2000, 4000, 8000, 3000, 5000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000, 0 Or higher		
	Number of Internal Bays populated with SAS Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher		
	Capacity of each SAS Drive (GB)	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher		
	Total SAS Drive Capacity (GB)	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Number of Internal Bays populated with SSD Drive	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher	
	Capacity of each SSD Drive (GB)	128, 256, 512, 1024, 2048, 800, 0 Or higher	
Total SSD Capacity (GB)		128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher	
	Number of Internal Bays populated with PCIe Drive	0, 1, 2, 3, 4, 5, 6, 7, 8 Or higher	
	Capacity of each PCle Drive (GB)	128, 256, 512, 1024, 2048, 0 Or higher	
	Total PCIe Drive Capacity (GB)	128, 256, 512, 1024, 2048, 4096, 0, 1536, 6144 Or higher	
RAID	Number of RAID Controller Ports	4, 5, 6, 7, 8, 10 Or higher	
	Speed of RAID Controller Ports (Gbps)	6, 12 Or higher	
Connectivity	Number of Ethernet Ports	1, 2, 3, 4, 6 Or higher	
	Wireless Connectivity	Yes Or higher	
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11ac, Wi-Fi 6E AX211 BT 5.2, Wi-Fi 6 AX & BT 5.2, Wi-Fi 6 AX201 (2x2) and BT 5.2 Or high	
	Bluetooth Connectivity	Yes Or higher	
If Yes, Version of Bluetooth Available		5 Or higher	
Display	Display Availability	Monitor	
Display Size (cm)		58- 61, 63 - 67, 68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130 Or higher	
	Display Type	Non Touch, Touch Or higher	
	Panel Type	Flat, Curved Or higher	
	Panel Technology	IPS, OLED Or higher	
	Display Resolution (Pixels)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1080, 2560 x 1440, 2560 x 1600, 3440 x 1440, 3840 x 1600, 5120 x 1440, 7680 x 4320 Or higher	
Power	Redundant Power Supply	Yes, No Or higher	
Warranty	On Site OEM Warranty (Year)	3, 4, 5 Or higher	

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	L	Anirban Bhattacharya	752050,Indian Institute of Technology Bhubaneswar Argul, Jatni Dist-Khurdha, Bhubaneswar-752050	10	84

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Technical Specifications of Workstation <u>View</u>	Technical Specifications of Workstation	Workstation(10)

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

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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.

3. Scope of Supply

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

Commissioning of Goods

4. 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 20% of total value.

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

i) Bidders must submit the Similar GeM Contract copies executed in Institutions of National Importance like , IITs, NITs, IISERs, NISER, Central Universities etc. Failure to submit the same, Bid may be rejected.

ii) Bidders must submit the Manufacture Authorization Form, Declaration for Local Content duly signed by OEM as per Annexures attached. Failure to submit the same, Bid may be rejected.

iii) Bidder must submit the Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing declarati on certificate and Vendor Master Form as per Annexures attached. Failure to submit the same, Bid may be rejected.

iv) Bidder must submit the compliance statement of technical specification and terms and conditions as pe r annexure attached. Failure to submit the same, Bid may be rejected.

(v) Bidder must submit the undertaking regarding restrictions on Land Border Sharing as per Gol, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023 a s per Annexure attached in GeM Bid.. Failure to submit the same, Bid may be rejected.

vi) Bidder must submit the Firm registration/ incorporation certificate, GST registration certificate and PAN

of the firm along with bid documents. Failure to submit the same, Bid may be rejected.

vii) Payment Term : 100% payment will be made after delivery, installation & satisfactory acceptance by t he user subject to submission of all requisite documents i.e Delivery Challan, Original Tax invoice with me ntioning the Institute GST Number 21AAAAI2760A1ZJ, Bank Account Details, exact item description as per GeM contract HSN/SAC code, GeM Contract No & date in the Invoice , Warranty Certificate in Original with clearly mentioning the Warranty Period started from the date of installation/user acceptance to end of the warranty date, Installation Certificate in Original etc. PBG should be submitted as per the bid.

viii) DELIVERY WITH INSURANCE: The date of delivery should be strictly adhered to failing which the GeM Contract is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should b e securely, safely and adequately packed, insured & dispatched at the risk of supplier and packing costs qu oting this order reference should be kept in all package.Local firms are requested to deliver the goods in o ur stores before 3.00 PM on any working day.

ix) All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses inc urred thereon shall be recoverable from any of your bill.

x) WARRANTY: Ordered materials should have OEM Warranty as per the specification from the date of inst allation/commission & acceptance by the user. In case at the time of installation of stores / part of storesar e found defective / damaged during or after delivery to consignee, the supplier will replace the stores. If th e stores / part of stores are found defective / damaged during the warranty period, the supplier will repair/r eplace the stores at consignee's location in India free of cost or if any case it is required to send back to Fo reign/Local manufacturer, supplier should bear the cost. Bank Guarantee equivalent to the cost of equipm ent is required to be submitted before lifting the store. All expenses including freight, insurance, custom

duty forexport/import and all clearance charges etc. in this regard will be borne by the supplier. The equip ment under warranty period must be attended & problems rectified immediately within 48 hours of lodgin g of complaint by the Institute and this may be considered as the down time. The warranty period shall aut omatically be extended for such period for which the equipmentis not attended & rectified on lapses of the down time.

xi) Delivery period : Delivery, installation, commissioning & demonstration should be completed within 84 days from the date of the issue of the GeM Contract.

xii) LIQUIDATED DAMAGES: As time is the essence of this order, the date of delivery, Installation, Commissi oning and demonstration of the product should be strictly adhered to, otherwise the delivery, Installation, and Commissioning in full or in part may not be accepted and penalty for late delivery/Installation/ Commi ssioning will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period,s ubject to a maximum of 10% of the total value of GeM Contract. In case of cancellation of order no compen sation will be paid towards progress of order/procurement.

xiii) CANCELLATION: Printed conditions, if any, contained in or sent along with the quotation shall not be bi nding on us. IIT Bhubaneswar reserves all the rights cancel the GeM Contract at any stage without assignin g any reason thereof. IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations/Bid at any stage without assigning any reason thereof.

xiv) JURISDICTION: For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.

xv) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of theGeneral Finan cial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of

the General Finance Rules along with such other actions as may bepermissible under law.

xvi) Offer Price : The bidder must be quoted the price (final offer) on F.O.R. destination IIT Bhubaneswar ba sis. Offered price must be included all charges i.e. Packing & Forwarding, Freight, custom clearance, cargo handling, GST and Insurance etc. whichever is applicable as per Gol norms.

xvii) As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the sam e item in same tender. In such case, OEM Bid will be considered.

xviii) After opening of the technical Bid, the bidder may be asked in writing or online(through email/gem po rtal) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect toany d oubts or theillegible documents required for technical evaluation. Institute may ask for any other documen ts/information during technical evaluation of the tender. Provided in all such cases, furnishing of any such documents in no way alters the bidders price Bid. Institute may reserve the right to accept any additional document. xix) For examination, evaluation and comparison of bids, Institute may at his/her discretion to ask the lowe st bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rate s as per Gol rules.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

8. 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.

9. Service & Support

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

10. Service & Support

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

11. 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.

12. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

As mentioned in the technical specification

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

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 <u>attached categories</u>, 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.

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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 कामाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---