

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-05-2025 11:30:00
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 Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Border Security Force (bsf)
Office Name/कार्यालय का नाम	Frontier Headquarters North Bengal
क्रेता ईमेल/Buyer Email	singhvijen101@bsf.nic.in
Total Quantity/कुल मात्रा	90
Item Category/मद केटेगरी	High End Desktop Computer (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	400 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
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
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	25
Estimated Bid Value/अनुमानित बिड मूल्य	10000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

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).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :

INSPECTOR GENERAL

Frontier Headquarters North Bengal, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

(Inspector General, North Bengal)

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 of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

11. 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

High End Desktop Computer (90 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
PROCESSOR	Base Processor Number	NA for Higher Processor Or higher
	Higher Processor Number	AMD Ryzen 9 7900X3D, AMD Ryzen 9 7950X3D, Intel Core i9- 14900K Or higher
MOTHERBOARD	Trusted Platform Module	No TPM

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
OPERATING SYSTEM	Factory Pre-loaded Operating System	Window 11 Professional
MEMORY (RAM)	Type of RAM	DDR5 Or higher
	RAM Size (Memory Card/Module) (in GB) (Capacity to be Installed in the System)	16, 32, 64 Or higher
STORAGE	Primary Storage Capacity (in GB)	1024, 2048 Or higher
	Availability of Secondary Storage	HDD@5400RPM, HDD@7200RPM, NVME - SSD Or higher
	Secondary Storage Capacity (in GB)	1024.0 Or higher
Monitor	Availability of Monitor	Yes as per IS 13252 (Part 1)
	Panel Type	In Plane Switching (IPS)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
WARRANTY	On Site OEM Warranty (In year)	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	Vijendra Singh	734011,BSF CAMPUS, SHIB MANDIR ROAD, KADAMTALA.	90	60

Special terms and conditions-Version:5 effective from 05-05-2025 for category High End Desktop Computer

1.

For Buyers:

The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter no. W-43/4/2020-IPHW dated 19th August 2024, and is based on the parameters defined therein. The specifications applicable to this category are as per the MeitY Model Technical Specification dated 19th August 2024. Accordingly, buyers shall not specify or mandate any particular processor, processor brand, or manufacturer in the Additional Terms and Conditions (ATC). In this context, reference may also be made to Clause 2(e) of the GeM General Terms and Conditions (GTC), which inter alia states: "The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification." In view of the above, buyers are not permitted to amend or modify any technical specification through the Additional Terms and Conditions, and must ensure full compliance with the predefined category specifications

1	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Operating System	<ol style="list-style-type: none"> 1. There is no requirement that the OEM of the desktop systems should be a device partner of Microsoft and holding a Microsoft Authorization Form (MAF) from the software provider. 2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners. 3. Buyers may ensure that MAF shall not be made a mandatory requirement in bids. 4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM. 5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft. 6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both. 7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Computer OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both. 8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable. 9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supplied hardware is compatible with Windows operating system
3	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.
4	Processors	<ol style="list-style-type: none"> 1. Intel and AMD Processors are added as per Model Technical Specification of Desktop Computer issued by Ministry of Electronics and Information Technology (MeitY-IPHW Division) W-43/4/2020 dated 19 Aug 2024 2. To ensure wider participation from prospective bidders, as far possible, buyers are advised to select processors from both "AMD" and "Intel" under "Higher Processor Number" parameter. 3. If the buyer is procuring a higher processor other than MeitY specified base processors, then "NA for Higher Processor" must be selected under the "Base Processor Number" parameter.

5	Scope of Installation	Installation requirements shall be indicated in the bid by the buyer under the Installation, Commissioning and Testing in Bid (ICT) clause. In case installation is specified in the bid, it shall be the responsibility of the seller to ensure that all systems are installed and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in case of Direct and L1 Purchase, installation of the computer system by the seller/OEM is mandatory. Installation does not include the supply of antivirus, MS Office, etc., which are to be separately procured by the buyer only.
6	Buyer/Consignee Obligations relating to installation	It is necessary that the buyer/consignee provide the seller or authorized representative access to locations, areas, or rooms for the installation of equipment. The seller or authorized representative will install systems and connect them to existing power lines/networking at no additional charge. The buyer/consignee will be responsible for electrical wiring, networking, or any other work connected to the installation area. The seller shall be only responsible for ensuring the setup of the desktop systems, configuring, etc., as well as loading software etc. (to be provided by the buyer/consignee). Any other site preparation required before installation and connection of the desktop shall be the responsibility of the buyer/consignee. The buyer/consignee, if required, will provide space at the installation site for the safe storage of tools, test equipment, and other materials used for installation at no charge. In case there is a requirement of obtaining an entry pass for allowing representatives to the premises, the same shall be arranged by the consignee. Similarly, if there is a requirement of a gate pass for bringing items required for installation, the same is to be arranged by the consignee. In scenarios where multiple location installations are required, the buyer must indicate complete installation addresses in the bid document. In the case of other modes of purchase, as soon as the order is placed, complete details regarding installation may be informed to the seller. This ensures smooth coordination and delivery of products to the respective locations.
7	Warranty	The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.
8	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OM's pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
9	Check points during Acceptance of Supplies	<p>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. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ol style="list-style-type: none"> Packing should be checked properly A warranty certificate from the OEM should be insisted upon and checked. Instruction manuals and the OS installed should be checked. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.

10	HDD/SSD Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the desktop computer under ATC clause.
11	Higher Configuration	The buyer may permit products delivered with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

For Seller:

1	OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.
2	Changing or altering the configuration	The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
3	Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.
4	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5	Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
6	Operating System	<ol style="list-style-type: none"> 1. It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems. 2. Seller shall ensure to have Windows Hardware Compatibility Certificate for window operating systems
7	Scope of Installation	It shall be the responsibility of the seller to ensure that all systems are installed, and satisfactory working is shown to the consignee or authorized representative of the buyer. However, in the case of Direct and L1 Purchase, installation of Computer System by the seller/OEM is mandatory.
8	Higher Configuration	The seller may list products with advanced USB standards. For example, a USB Type-A 3.2 Gen 2 port may be acceptable in place of USB Type A Port (Version 3 point 2 Gen 1)

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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.

3. **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 %.

4. **Generic**

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

5. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. **Generic**

IT equipment shall be IPv6 ready from day one.

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. **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.

9. **Certificates**

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

10. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

11. **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.

12. **Service & Support**

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

Telephone No. for Service Support.

13. Service & Support

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

14. 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.

15. 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.

16. 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 10 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.

17. 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.

18. 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.

19. 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.

20. **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

21. **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.

22. **Scope of Supply**

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

23. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.	-	<p>Bid Securing Declaration :- MSEs/Start-up or any other entity exempted for EMD, they shall submit bid securing declaration (in lieu of EMD) alongwith bid documents failing which their offer shall be rejected during initial Stage.</p> <p>The re- seller/ authorized dealers / traders are not exempted for EMD (Bid Security), Turn Over and Experience/past performance. Format as per Appendix- "A" circulated vide FHQ BSF (Prov Dte: Proc Cell) L/No. 215-50 dated 19 Jan 2022 may be typed which is as under :-</p>
2.	Bid Securing Declaration Certificate:	<p style="text-align: center;"><u>Appendix- "A"</u></p> <p style="text-align: center;">Open Tender Enquiry No. Dated : _____</p> <p style="text-align: center;"><u>BID SECURING DECLARATION CERTIFICATE</u></p> <p style="text-align: center;">(On Firm's Letter Head)</p> <p>To</p> <p style="text-align: center;">The Inspector General Headquarter North Bengal Frontier</p> <p>Sir,</p> <p>Tender/GeM Bid No. _____ we M/S _____ undertake that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bids documents, we will be suspended for the period of <u>02 years</u> from being eligible to submit bids for contract with procuring entity i.e., Border Security Force (BSF) Ministry of Home Affairs.</p> <p>Yours Faithfully (Signature of the Authorized Signatory of Bidder with official Seal)</p>
3.	Generic	<p>Maximum parameters such as Aadhar Number, GST Registration, ITR, etc, should be included in bid documents/tender</p>

4.	Form of EMD	Bidders can submit EMD (2%) with Account payee Demand Draft also (besides BG which is allowed as per GeM GTC) valid for 45 days beyond the final bid validity in favour of Inspector General Ftr HQ BSF North Bengal payable at SBI North Bengal University, Siliguri. Bidders can also submit EMD in the form of Fixed Deposit receipt also (besides BG which is allowed as per GeM GTC) valid for 45 days beyond the final bid validity in favour of Inspector General Ftr HQ BSF North Bengal payable at SBI North Bengal University, Siliguri. Bidders has to upload scanned copy/Proof of the DD/FDR along with the bid and has to ensure delivery of hard copy directly to the buyer within five days of bid opening. In-case any bidder has not submitted EMD, their offer will be rejected during initial stage.
5.		For Re-Seller firm scanned copy of bank guarantee (EMD) shell be uploaded by the seller in the online bid and hard copy of same will have to be submitted directly to this office within 5 days of bid opening.
6.	Form of PBG	<p>i) Successful Bidder can submit the Performance Security (3%) 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 Inspector General Ftr HQ BSF North Bengal payable at SBI North Bengal University, Siliguri.</p> <p>ii) After award of Contract Successful Bidder can upload scanned copy of 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.</p> <p>iii) Successful Bidder can submit Performance Security in the form Account Fixed Deposit Receipt also (Besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Inspector General, Ftr HQ BSF NB A/C (name of 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 the 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 documents 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.</p>
7.	Generic	If any doubt on the seller submitted relevant documents i.e turnover, experience supply orders and other bid documents are liable to be verified by the BOOs or competent authority. If found incorrect / fake, the bidder shall be blacklisted for 02 years.
8.	Generic	Bidder has to submit the DIN number of the Directors and CIN of the firms appropriately to rule out any cartelization, collusive bidding or bid rigging etc.
9.	Certificate	Participated firms should also submit certificate (a/w bid docs) in their letter pad that "Firm has accepted all terms and conditions mentioned in the instant bid.
10.	Certificate	Bidder has to give an undertaking on Letter head that their Firm has not defaulted in the supply of any contract issued by any Government Department in Last 02 Years in an consignee. If the undertaking found False/ Manipulative/Misleading , the Firm shall be blacklisted for 02 years from BSF.

11.	Certificate	Bidder has to submit an undertaking that their firm has never submitted any fake/forged/edited misleading documents in any of the Government department in the last 02 years, and their documents have never been found -fake/forged/edited/misleading by any Government department in the last 02 years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF.
12.	Certificate	Bidder will upload a self-certificate stating that the firm has not been blacklisted by any Govt/PSU agencies in recent past.
13.	Certificate	Whenever authorized distributors are submitting the bid Manufacturers authorization form (MAF/Certificate with OEM details such as name designation, address e-mail and phone no. required to be furnished along with the bid.
14.	Certificate	If the bidder is OEM, relevant certificate to be provided.
15.	Certificate	If the Bidder is Re-Seller/Authorized Dealer then Manufacture's Authorization Certificate will submit along with the bid documents.
16.	Certificate	The bidder will submit the technical Specification Compliance certificate on OEM letterhead Pad.
17.	Certificate	The bidder will submit the warranty acceptance certificate.
18.	Certificate	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.
19.	Certificate	All participated firms will submit complete Udhyaam registration certificate with all Annexure.
20.	-	The firm offered bid product on the GeM portal is required to be registered brand . In this regard, proof of document for registered brand is required to submit with the bid documents.
21.	-	The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid documents as per buyers requirement for concerned items.
22.	Undertaking certificate for Cartel formation	Participated bidder is required to submit the undertaking certificate with the bid documents for non-submission of bid through cartel formation .

23.	Disclaimers and rights of procuring entity	<p>The issue of the bid document does not imply that the procuring entity is bound to select IDs and it reserves the right without assigning any reason to :</p> <p>(a) Reject any or all of the bids; OR</p> <p>(b) Cancel the tender process: OR</p> <p>(c) Abandon the procurement of the Goods: OR</p> <p>(d) Issue another tender for identical or Similar Goods</p> <p>(e) Reserve the right to accept or reject bids with any all deviations.</p>
24.	Risk purchase clause	<p>In The Event Of Failure Of Supplier To Deliver Of Dispatch Of Stores To Provide The Required Service Within The Stipulated Dates/Period Of The Supply Order/AT Or In The Event Of Breach Of Any Of The Terms And Conditions Of The AT, The Purchaser Will Have The Right To Purchase The Subject Stores Elsewhere At The Risk And Cost Of Defaulting Supplier After Giving A Notice To Defaulting Supplier. The Cost As Per Risk Purchase Exercise May Be Recovered From The Bills Pending With The Purchaser Even Against Any Other Supplies Outside This Contract Even Form The Pending Bills With Any Other Govt Department/Ministry. In the event of contract being cancelled for any breach committed and the purchaser effecting repurchase of the subject store at the risk and cost of contractor, the purchase is not bound to accept the lower offer of benami of allied sister concern of the contractor.</p>
25.	Right to rejection	<p>Stores will be accepted after inspection and only if they are found up to the standard specification. The decision of the BSF shall be final as to the quantity of the stores and shall be binding upon the tenders and in case of any of the articles supplied not being found as per losses caused to supplies should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The rejected stores must be removed by the tenderer from the consignee's premises within 15 days from the date of intimation about rejection at the risk and cost of the tenderer. The in charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss shortage damage that may occur to it while is in the premises of the consignee.</p>
26.	Liquidated damages	<p>In case the firm does not complete the supply with in the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2017, MOF</p>

27.	FORCE MAJEURE CONDITION	<p>If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.</p>
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28.	ARBITRATION	<p>i) In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.</p> <p>(i) In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees one Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.</p> <p>(ii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees one Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.</p> <p>(iii) In case of failure to appoint the President Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/ organization is located) to appoint the President Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 (as amended up to date).</p> <p>(iv) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.</p> <p>(v) The cost of the Arbitration shall be equally borne by both the Parties.</p> <p>(vi) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the Buyer department/organization is located.</p> <p>(vii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principle place of business of the Buyer department/organization is located.</p>
29.	Generic	The bidders participated in the bid to comply instructions circulated vide CVC Circular No. 03/01/12 No. 161730 dated 13/01/2012
30.	Generic	<p>As per CVC Circular:-</p> <p>a) In a tender, either the Re-Seller on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot be simultaneously for the same item/product in the same tender</p> <p>b) If the Re-Seller submits bid on behalf of the Principal/OEM, the same Re-Seller shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
31.	Generic	OEM to certify that Original OS and other Software will be preloaded before supply of goods. Declaration to be submitted along with bid.

32.	Generic	CPU, Monitor, Keyboard and Mouse should be of same OEM make and colour	
33.	Generic	OEM should have same made of Keyboard, Mouse, Monitor, and CPU. OEM LOGO /trademark should be embossed on them (No sticker will be accepted)	
34.	Generic	Bid offer validity period can be extended up to 280 days.	
35.	Generic	Buyer can cancel the Bid at any stage without giving any justification	
36.	Generic	Bidder/OEM will submit their all certificate/undertaking on separate letterhead pad.	
37.	Generic	Bidder/OEM will submit Past experience last 3 years only (For financial year 2022-23, 2023-24 & 2024-25).	
38.	Generic	The bidder must submit the 5 Digit NIC Code category of the product being offered in the bid as per the Udyam registration as well as the NIC Code of the product should be matched with the offered product in the bid.	
39.	<u>Desktop Computer must have consist with following QRS/Specification:-</u>		
	S/NO.	Technical Parameter/Specification	
	1.	Processor	Intel core i9- 14900K/ AMD Ryzen 9 7900X 3D or higher
	2.	Operating system (Pre-loaded)	Window 11 professional or higher
	3.	RAM size (GB)	Minimum 16 GB DDR5 or latest with support of suitable slot to expand memory upto 64 GB or Higher.
	4.	Chipset	Compatible chipset as per processors make
	5.	RAM Expendability upto (GB)	64 GB or higher
	6.	Primary storage capacity SSD NVME (in GB)	1024 GB or higher
	7.	Secondary storage capacity HDD/SSD (in GB)	1024 GB or higher
	8.	Processor make	Intel/Ryzen
	9.	Number of cores per processor	20 or above
	10.	Monitor size (inches)	21.5 inch or higher
	11.	Display Type	LED

12.	Monitor resolution (Pixels)	1920x1080 pixel (Full HD) or higher
13.	Cabinet form factor	SFF/MT
14.	On site OEM warranty (year)	5 Years

OTHER PARAMETERS

1.	Graphic type	Integrated
2.	Ports	Minimum 6 USB, HDMI/VGA/DP, LAN
3.	RAM Speed	6400 MHz or higher
4.	Optical Drive	Internal DVD R/W

40.

Declaration The firm shall submit the declaration as per following format along with the bid documents failing which their bid shall be rejected.

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No:- _____

Dated:- _____

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No:- _____

Dated:- _____

01	Name of Firm	Office Address of Firm, phone No., fax No. & email ID	Firm's works address as per vendor registration, phone No. fax No. email-ID	Type of firm (sole proprietorship/ partnership limited liability partnership/ private limited company/ public limited company)	CIN/ LLPIN of firm	GST registration no of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
02.	Name of all owner (s)/ director (s) of firm	Father's/ Husband 's name of all owners/ director(s)	DIN	Full residential address	Aadhar card of owner / director (s) of firm be attached	Udyam registration certificate no:- — attach a copy

	(1)	(2)	(3)	(4)	(5)	(6)
<p>03. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted items by any other Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or partnership firm or proprietor firm in which any relative of any director or partner or proprietor of bidder firm director, partner or proprietor. The word "relative" is defined as under: -</p> <p>The companies act, 2013 sec 2(77) "relative" & "MoF manual for procurement of Goods (para 5. 1.4)" with reference to any person, means anyone who is related to another, if:-</p> <ul style="list-style-type: none"> I. They are member of a Hindu undivided family. II. They are husband and wife ; or III. One person is related to the other in such manner as prescribed below:- <ul style="list-style-type: none"> a) Father including step -father b) Mother including step-mother c) Son including step- son d) Son's wife, e) Daughter f) Daughter's husband g) Brother including step-brother h) Sister including step -sister. <p>04. WE FURTHER DECLARE THAT WE have carefully read and understood the clause relating to "conflict of interest" of Tender No: _____</p> <p>05. We hereby certify that our firm M/s _____ (firm name) _____ do not have any conflict of interest with other bidders for particular quoted items viz _____ (item name) we hereby declare and confirm that the above information and particulars are true and correct.</p> <p style="text-align: right;">For _____ (Firm Name)</p> <p>Place:- _____</p> <p>Date: - _____</p> <p style="text-align: right;">Signature of Director/Partner/ Proprietor/Authorized Signatory</p> <p style="text-align: right;">Name: _____</p> <p style="text-align: right;">Designation _____</p>						

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---