



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4822775  
Dated/दिनांक : 28-03-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-04-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-04-2024 14:30:00
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 Finance
Department Name/विभाग का नाम	Banking Sector
Organisation Name/संगठन का नाम	Idrbt
Office Name/कार्यालय का नाम	Hyderabad
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Server (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

**Bid Details/बिड विवरण**

<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Annual Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

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

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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**Details of the Competent Authority for MSE**

Name of Competent Authority	Dr Susmita Mandal
Designation of Competent Authority	Assistant Professor
Office / Department / Division of Competent Authority	UBF Project
CA Approval Number	SYS-130
Competent Authority Approval Date	08-02-2024

Brief Description of the Approval Granted by Competent Authority

We are preferring for OEM/System Integrators from Make in India/MSE/Startup options. But, we encourage Non-Make in India also for wider participation. However, participating bidders should mandatorily comply with technical specification of the server. This point is explicitly mentioned in the Additional Terms and Conditions. The proposed server is used for implementation of a real time application and uptime is critical for the project and estimated cost of the server is above Rs 5,00,000/-.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

No

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

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. 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.

4. 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 / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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

### Server ( 1 pieces )

Bis Required

Yes

### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	Processor Architecture	CISC(X86), RISC, EPIC Or higher
	Processor Make	Intel
	Number of Cores per Processor	16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 64, 48, 44, 52, 56, 60, 84, 96, 112, 128 Or higher
	Processor Base Frequency (GHz)	2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 2.45, 2.55, 2.65, 2.75, 2.85, 2.95, 3.25, 3.55, 3.85, 4.05, 4.1 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Processor Description/ Number	Intel Xeon Platinum 9242, Intel Xeon Platinum 9282, Intel Xeon Gold 6238R, Intel Xeon Gold 6248R, Intel Xeon Gold 6258R, Intel Xeon Platinum 9221, Intel Xeon Platinum 9222, Intel Xeon Platinum 8380HL, Intel Xeon Platinum 8380H, Intel Xeon Platinum 8376HL, Intel Xeon Platinum 8376H, Intel Xeon Platinum 8360HL, Intel Xeon Platinum 8360H, Intel Xeon Platinum 8354H, Intel Xeon Gold 6348H, Intel Xeon Gold 6330H, Intel Xeon Gold 5320H, Intel Xeon Gold 6328HL, Intel Xeon Gold 6328H, Intel Xeon Platinum 8353H, Intel Xeon Gold 5318H, Intel Xeon Platinum 8356H, Intel Xeon Platinum 8368Q, Intel Xeon Platinum 8380, Intel Xeon Platinum 8368, Intel Xeon Platinum 8360Y, Intel Xeon Platinum 8358, Intel Xeon Platinum 8358P, Intel Xeon Platinum 8352Y, Intel Xeon Platinum 8352V, Intel Xeon Platinum 8352S, Intel Xeon Gold 6348, Intel Xeon Gold 6338, Intel Xeon Gold 6338N, Intel Xeon Gold 6342, Intel Xeon Gold 6330, Intel Xeon Gold 5320, Intel Xeon Gold 6330N, Intel Xeon Gold 6354, Intel Xeon Gold 6346, Intel Xeon Platinum 8362, Intel Xeon Platinum 8352M, Intel Xeon Gold 5318S, Intel Xeon Gold 5318Y, Intel Xeon Gold 6338T, Intel Xeon Gold 5318N, Intel Xeon Silver 4314, Intel Xeon Silver 4314, Intel Xeon Gold 6326, Intel Xeon Silver 4316, Intel Xeon Gold 5320T, Intel Xeon Gold 5318N, Intel Xeon Gold 5318Y, Intel Xeon Platinum 8352M, Intel Xeon Platinum 8362, Intel Xeon Platinum 8490H, Intel Xeon Platinum 8480+, Intel Xeon Platinum 8470, Intel Xeon Platinum 8468, Intel Xeon Platinum 8470Q, Intel Xeon Platinum 8468H, Intel Xeon Platinum 8470N, Intel Xeon Platinum 8468V, Intel Xeon Platinum 8458P, Intel Xeon MAX 9480, Intel Xeon MAX 9470, Intel Xeon Platinum 8460H, Intel Xeon MAX 9468, Intel Xeon Platinum 8460Y+, Intel Xeon Gold 6458Q, Intel Xeon MAX 9460, Intel Xeon Platinum 8462Y+, Intel Xeon Gold 6448H, Intel Xeon MAX 9462, Intel Xeon Gold 6448Y, Intel Xeon Gold 6454S, Intel Xeon Platinum 8454H, Intel Xeon Gold 6438Y+, Intel Xeon Gold 6438M, Intel Xeon Gold 6438N, Intel Xeon Gold 6430, Intel Xeon Gold 6442Y, Intel Xeon Gold 6428N, Intel Xeon Platinum 8450H, Intel Xeon Gold 5420+, Intel Xeon Gold 6418H, Intel Xeon Gold 5418Y, Intel Xeon Gold 6444Y, Intel Xeon Gold 5418N, Intel Xeon Silver 4416+, Intel Xeon Gold 6416H, Intel Xeon Platinum 8444H, Intel Xeon Gold 6426Y, Intel Xeon Gold 5416S, Intel Xeon Silver 4410Y, Intel Xeon Silver 4410T Or higher
Chassis	Form Factor	Rack, Tower Or higher
Motherboard	<b>Maximum number of Sockets available on Server</b>	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 Or higher
	<b>Maximum number of Sockets populated with Processors available on Server</b>	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 Or higher
Co Processor / GPU	<b>Availability of Co Processor /GPU</b>	Yes, No Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Memory	Type of RAM	DDR4 SDRAM with ECC
SSD Storage	Type of Interface for SSD	SATA, SAS, NVMe, M.2/mSATA, M.2/NVMe
	Capacity offered per SATA SSD (GB)	1200, 480
HDD Storage	Type of Interface for Hard Disk Drive	SATA, SAS, NL SAS, NA
RAID	No of RAID Controller Ports	2, 3, 4, 5, 6, 7, 8, 0 Or higher
	Speed of RAID Controller Ports (Gbps)	6, 12 Or higher
Ports & Interfaces	Network Card Supported	1G, 10G, 25G, 40G, 50G, 100G
	Number of Networking Interface Cards (LAN)	2, 3, 4, 5, 6, 7, 8, 1 Or higher
	Total Number of Ethernet Ports required in Server	2x10G RJ 45, 2x1G
	Number of Single port FC HBA card	0, 1, 2, 3, 4 Or higher
	Number of Dual port FC HBA card	0, 1, 2, 3, 4 Or higher
	Number of Quad port FC HBA card	0, 1, 2, 3, 4 Or higher
	FC HBA Speed (Gbps)	8, 16, 32, NA Or higher
	Number of Converged Network Adaptor (CNA)	0, 1, 2, 3, 4 Or higher
	Number of Ports per CNA card	Dual Port, Quad Port, NA Or higher
	CNA Port Speed (Gbps)	10, 25, 40, 50, 100, 200, 0 Or higher
	Length of LC-LC Cable per SFP+ Port (meter)	5, 10, 15, 0 Or higher
	Length of LC-LC Cable per HBA Port (meter)	5, 10, 15, 0 Or higher
Length of LC-LC Cable per CNA Port (meter)	5, 10, 15, 0 Or higher	
Certifications	Certifications/Compliance (OS)	Windows, Red Hat Linux, Suse Linux, Ubuntu, Cent OS, Debian, AIX
Features	Management Features-1	Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Security Features-1</b>	Secure Boot(Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,, "Malicious Code Free design" (to be certified by OEM)
Generic	Redundant Power Supply	Yes Or higher
	<b>Power Supply Efficiency</b>	Gold, Platinum, Titanium, Bronze Or higher
Warranty	<b>On Site OEM Warranty (Year)</b>	3, 4, 5, 7 Or higher

<b>Annual Maintenance</b>	
Warranty of required product	5 Year
Annual Maintenance Charges Duration (Post Warranty)	2 Year
Annual Maintenance Charges Frequency	Quarterly

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Edunuri Sri Hari	500057,Road No.1, Castle Hills, Masab Tank	1	45

**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
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S.No.क्र.सं .	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Supply, Installation and Maintenance of Rack Server at IDRBT <a href="#">View</a>	Supply, Installation and Maintenance of Rack Server at IDRBT	Server(1)

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. 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.

### 3. Generic

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

IDRBT  
Road No-1, Castle Hills  
Masab Tank Behind NMDC  
Hyderabad-500057  
Telangana.

### 4. 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.

### 5. Generic

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

### 6. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the



market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**7. 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.

**8. 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 %.

**9. Buyer Added Bid Specific ATC**

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

**10. 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.

**11. Service & Support**

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

**12. 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.

**13. Service & Support**

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

**14. Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

**15. Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

**16. Generic**

IT equipment shall be IPv6 ready from day one.

**17. Certificates**

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

18. **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.

19. **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

20. **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.

21. **Financial Criteria**

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

22. **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.

23. **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.

24. **Generic**

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

7 years

Shelf Life. On the date of supply, minimum

7 years

usable shelf life should be available / balance.

25. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of

buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 26. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 27. **Generic**

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

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **Additional Clause For Annual Maintenance Charges**

**1.** AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

**2.** GST shall be included in the AMC Charges quoted.

**3.** The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

**3.1** Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

**3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.

**3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.

**3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.

**3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.

**3.1.5** AMC charges for 5th year after warranty period – Percentage to be indicated A5.

**3.2** The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

**3.3** AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

**3.4** The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

**4.** Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

**5.** Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

**6.** In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

**7.** The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---