

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Health And Family Welfare Department Delhi
संगठन का नाम/Organisation Name	Chaudhary Brahm Prakash Ayurved Charak Sansthan
कार्यालय का नाम/Office Name	South-west Delhi
कुल मात्रा/Total Quantity	73
वस्तु श्रेणी /Item Category	Multifunction Printer (Print, Scan, Copy) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	87 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	2190000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	65700

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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।/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.

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

लाभार्थी /Beneficiary :

Director Principal
Chaudhary Brahm Prakash Ayurved Charak Sansthan, Khera Dabar, Najafgarh, New Delhi-110073
(Director-principal)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.

7. 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.

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 10% 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.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
16-02-2026 12:00:00	Conference Hall, Institute Block, Ground Floor, Near Director Office

Multifunction Printer (Print, Scan, Copy) (73 pieces)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	Description of Stores	Multifunction Machine Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adapter
	Print Technology	Laser
	Type of Printing	Monochrome (Black), Colour Or higher
	Operating System Compatibility	Windows 10 and Above, Linux, Mac OS, Windows Server
Printing	Print Paper Size	A4 and Legal
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)	16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)	Not Applicable Or higher
	Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Color (in PPM)	Not Applicable Or higher
	Auto Duplexing Printing/Coping (2-sided Feature)	No, Yes Or higher
Scanning	Maximum Scan Area (Platen/Flatbed Size)	A4 and Legal, A4
PAPER HANDLING	Original Document Feeder Type (For Scanning and Copying)	Platen, Automatic Document Feeders (ADF), Reverse/Duplex Automatic Document Feeders (RADF/DADF), Single-Pass Document Feeders (SPDF) Or higher
	Number of Main Paper Tray	1
	Total Paper Tray Combined Capacity (Number) at 75 GSM	201 to 300, 301 to 400, 401 to 500, 501 to 1000, 1001 to 2000, 2001 to 3000, 3001 to 5000 Or higher
	Bypass Tray Facility	No, Yes Or higher
Connectivity	Connectivity	USB Port, Ethernet Port, Wi-Fi
	Accessories Provided	USB Cable
Performance	Minimum Duty Cycle (Number of Prints/Month)	5,001 to 10,000, 10,001 to 20,000, 20,001 to 30,000, 30,001 to 50,000, 50,001 to 80,000, 80,001 to 1,00,000, 1,00,001 to 1,20,000, 1,20,001 to 1,50,001, 1,50,001 to 2,00,000, 2,00,001 to 3,00,000, 3,00,001 to 5,00,000, 5,00,001 to 10,00,000, 10,00,001 to 15,00,000 Or higher

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Atul Bhardwaj	110073,VPO Khera Dabar, Najafgarh	73	15

Special terms and conditions-Version:4 effective from 31-01-2025 for category Multifunction Printer

(Print, Scan, Copy)

1.

For Buyers		
1	Product Verification	The buyer/consignee shall 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	Warranty	<ol style="list-style-type: none">1. 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.2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.3. Buyer shall verify the actual number of prints completed by the Multifunction Machine Printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the Multifunction printer's built-in print counter or an equivalent tracking system as available with OEMs.4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.
For Sellers		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	<ol style="list-style-type: none">1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format 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.2. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end.3. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, 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 catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

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

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. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.
3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Subject: Composite Proposal for Procurement of Desktop Computers, Multifunctional Printers (MFPs) and UPS through GeM

The procurement of IT equipment in Government of NCT of Delhi is governed by the specifications and guidelines issued by the Department of IT, GNCTD, the latest being vide **No. E-11/4/2020-Dev-Secy.(IT)/Vol-3/1408-77 dated 11.03.2025**, copies of which are placed at **pages 60/C to 83/C**.

In **December, 2025**, separate proposals for procurement of **Desktop Computers and Multifunctional Printers (MFPs)** were initiated by the **Administration Section** and the **M.S. Office of CBPACS**, which were duly examined, financially vetted and approved by the Competent Authority on different dates.

- o The **Administration Section** obtained approval for procurement of **40 Desktop Computers and 40 MFPs** vide approval dated **13.12.2025**.
- o The **M.S. Office** obtained approval for procurement of **35 Desktop Computers, 35 MFPs and 35 UPS** vide approval dated **12.12.2025** in **File No. F.3(824)/24-25/CBPACS/Hosp./Information for computer, printer and cartridge**.

It is submitted that the **specifications approved in both the proposals are identical** and strictly in accordance with the guidelines issued by the Department of IT, GNCTD.

Accordingly, **File No. F.3(849)/25-26/CBPACS/Hosp/E-Hospital& F3(824)/24-25/CBPACS/Hosp./Information for computer, Printers and Cartridge** is attached for reference. During administrative examination of the above approvals for further processing through the **GeM Portal**, it has been observed that the Department of IT, GNCTD guidelines emphasize **consolidation of IT equipment requirements of all offices/sections** under administrative control in order to avoid piecemeal procurement and to obtain **competitive pricing through bulk procurement**.

Since the approvals were accorded in close proximity, pertain to the **same institution**, and are based on **identical specifications**, it is considered administratively appropriate to process the procurement through a **single composite demand** instead of separate procurements.

Accordingly, the requirements of other sections such as **Administration Section, Hospital Section, Academic Sections, Hostels and Accounts Section** have also been reviewed administratively and consolidated wherever similar IT requirements exist, so as to ensure **uniformity, economy and compliance** with extant guidelines.

1. Multi – Functional Printer (mono-Print/Scan/Copy) Specifications submitted in the bid document PDF File will prevail in line with specifications guideline published through department of IT GNCTD.

S. No.	Parameter	Minimum Specification
1	Printing Type	Mono Laser
2	Functions	Print, Scan & Copy
3	Print Speed	Minimum 25 Pages Per Minute (PPM)
4	Paper Size	A4 & Legal
5	Duplex Printing	Automatic Duplex
6	Duty Cycle	Minimum 5000 Pages per Month
7	Paper Input Tray	Minimum 250 Sheets

8	Connectivity	USB, Network (LAN), Wireless
9	Warranty	Minimum 05 Years On-site OEM Warranty
10	Software	Required drivers & office utility software

Terms & Conditions of Bid Documents

General Pre-Requisites (GeM related)

- Requirement of any pre-bid meeting may be included in the bid document.
 - Affidavit of Non-Blacklisting: A declaration that the bidder/company has not been barred from participating in Government contracts may be added in the ATC segment as a statutory compliance.
 - MSME/Udyam Registration Certificate in the relevant category for eligibility of relaxations, as applicable through GeM Portal GTCs.
 - GST Registration Certificate to be submitted as proof of GST compliance.
 - PAN Card for tax identification.
 - Service Provider Registered Address Requirement: As per current GeM regulations. The registered address definition shall be followed along with uploading of relevant documents for validation of the geographical location of the office, including Registry document, electricity or telephone bill in the name of the firm, or a notarized lease deed. (Rent agreement shall not be valid as per GeM regulations.)
 - Experience and Turnover Exemption: As per MSMED and MoF, Gol and GNCTD aligned GeM practices.
- Experience Requirement for non-MSE and non-Startups: As per regulations laid down by the MSME Ministry and MoF, Gol and GNCTD, as amended/published from time to time.
 - Duly signed and stamped undertaking citing that the bid participants will abide ATC segment.
 - EMD and PBG Regulations shall be in line with GeM Portal obligations.

Detailed Terms & Conditions

1. Scope of Supply:
Bid price includes all cost components including supply, installation, commissioning, testing of goods, licenses of software installed, training of operators and providing required statutory clearances, if any.
2. Commencement of Warranty:
Warranty shall commence from the date on which installation is completed.
3. The seller shall upload a certificate certifying that post-warranty AMC will be provided by the seller, if required, after making approved AMC expenditure.
4. Certificates:
The seller shall upload a certificate certifying that the hardware and software being offered are duly licensed for use and do not contain any embedded malicious code which may inhibit the designed functions of the equipment, cause physical damage, or lead to data theft, etc.
5. Manufacturing Date:
The manufacturing date of the hardware shall not be more than three months from the date of supply.
6. Service & Support – Availability of Service Centres:
Bidder/OEM must have a functional service centre in the National Capital Region (NCR). If the service centre is not available at the time of bidding, the successful bidder/OEM shall establish the same within NCR within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having a functional service centre.
7. Escalation Matrix for Service Support:

Bidder/OEM must provide an escalation matrix along with timeline, contact person details, mobile number, address and e-mail ID for service support.

8. **Warranty for Hardware Components:**

Onsite comprehensive warranty for all hardware components including free replacement of spares, parts, kits, etc.

9. The bidder must be an authorized partner/dealer/distributor of the OEM and shall submit an ink-signed Manufacturer Authorization Form (MAF) along with technical specifications, duly printed on the OEM's letterhead and bearing their official stamp.

10. The bidder shall ensure rendering of satisfactory after-sales services during the warranty period.

11. In the event of non-performance of obligation or failure to meet the terms of this RFB /Contract Agreement, CBPACS, Khera Dabar shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder.

12. Interested bidders may seek clarification on any aspect of the bid document through the GeM Portal inbuilt representation redressal mechanism only. No other mode of clarification shall be entertained. All queries must be replied to before opening of the bid, as per GeM obligations.

13. All interested bidders are advised to seek clarification, if any, through representation and also attend the pre-bid meeting, if scheduled.

14. **Rates Quoted:**

Rates quoted shall be inclusive of all applicable taxes, duties, freight, insurance and incidental charges. No extra payment shall be admissible on any account.

15. The equipment supplied shall be subject to inspection and acceptance by the designated committee/user section. Equipment found defective or non-compliant shall be rejected and replaced at the risk and cost of the bidder.

16. The purchaser reserves the right to terminate the contract, in whole or in part, in case of breach of terms and conditions, non-performance or unsatisfactory services, without prejudice to any other remedies available under law.

17. **Force Majeure:**

Force majeure conditions, if any, shall be governed as per standard provisions applicable under Government procurement rules.

18. **Jurisdiction:**

Any dispute arising out of the procurement shall be subject to the jurisdiction of courts located at Delhi only.

19. The Competent Authority reserves the right to accept or reject any or all bids, wholly or partially, without assigning any reason thereof.

4. **Buyer Added Bid Specific ATC**

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

5. **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 7 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.

6. **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.

7. **Scope of Supply**

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

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**

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 document.

10. **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.

11. **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.

12. **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.

13. **Service & Support**

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

14. **Service & Support**

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

अस्वीकरण/Disclaimer

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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।/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.

---धन्यवाद/Thank You---