



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5735037
Dated/दिनांक : 20-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-01-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-01-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Scientific And Industrial Research (dsir)
Organisation Name/संगठन का नाम	Council Of Scientific And Industrial Research (csir)
Office Name/कार्यालय का नाम	Indian Institute Of Chemical Technology
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Firewall - NGFW (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	150 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,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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?/	Yes

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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	10 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	0.01
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(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 दस्तावेज 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 :

Director

Indian Institute Of Chemical Technology, Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology
(Director Csir-iict)

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 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. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
03-01-2025 15:00:00	Stores and Purchase Div meeting room of CSIR-IICT

Firewall - NGFW (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Form Factor (RU)	2
	Type	NGFW Or higher
	Features	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering
	Throughput with all features enabled(Under Test Condition) (Mbps)	50000, 52000, 54000, 55000, 60000, 64000, 69000, 70000, 75000, 80000, 95000, 120000, 130000, 132000, 148000, 153000, 168000, 234000, 260000, 285000, 570000, 1200000 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Throughput (Real World/Prod Performance) (Under Test Condition) (Mbps)	50000, 53000, 54000, 55000, 60000, 64000, 65000, 69000, 70000, 75000, 120000, 130000, 132000, 135000, 148000, 153000, 168000, 234000, 260000, 320000 Or higher
	Concurrent Session/Concurrent Connection	39.5M, 40M, 55M, 60M, 63M, 64M Or higher
	New session/Connection per second	900K, 1.1M, 1.75M, 3.5M, 7.5M Or higher
	If Yes, High Availability from day 1	active-active, active-passive, NA Or higher
	On Site OEM Warranty (Year)	3, 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	Rajnish Kumar	500007,CSIR-IICT UPPAL ROAD TARNAKA	1	15

Buyback Detail

Item Name	FIREWALL
Item Description	SOPHOS XG750
Serial No.	C910622J4TJCM89
Model	XG750
Brand	SOPHOS
Year of Manufacturing	2019
Purchase On	2019-08-09
Age	
Size	
Rating	

Quantity	1
Unit	NO
Remark	
Uploaded Image	View Uploaded Image
<p>Disclaimer/अस्वीकरण</p> <p>The vendor will be responsible for the un-installation of Buyback items.</p>	

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Detailed specifications for Next Generation firewall View	Bidders may please take note of specifications for Next Generation Firewall and submit their quotes after attending pre bid meeting and amendments	Firewall - NGFW(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. Generic

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

CSIR-IICT
UPPAL ROAD
TARNAKA
HYDERABAD
HYDERABAD 500007

3. **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.

4. **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 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **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.

6. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7. **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 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.

8. **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.

9. **Generic**

IT equipment shall be IPv6 ready from day one.

10. **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.

11. **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

12. **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.

13. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

SHALL BE BORNE BY BIDDER ONLY

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

14. **Generic**

Scope of supply includes Training: Number of employees to be trained

4
, Place for Training
CSIR-IICT
and Duration of training
15
days.

15. **Generic**

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

16. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

TOTAL UNIT ALONG WITH SOFTWARE AND HARDWARE

17. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

TOTAL BUY BACK AND INSTALLTION OF NEW FIREWALL

18. **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.

19. **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.

20. **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.

21. **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.

22. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

23. **Certificates**

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

24. **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.

25. **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.

26. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PUR/IICT/1933/24-25

CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

Uppal road, Tarnaka,
Hyderabad - 500007.
Telangana, India

II. SPECIFICATIONS FOR NEXT GENERATION FIREWALL

A. SCOPE OF WORK

The CSIR-Indian Institute of Chemical Technology, Hyderabad, is the premier multi-disciplinary research Institute under the Ministry of Science and Technology (CSIR family institutes), Government of India.

Currently, the institute is using Sophos XG750 UTM firewall and is looking for a new unit in a buyback mode. The LAN/WAN security solution should offer advanced firewall support, SSL/TLS, intrusion prevention, application control, anti-malware protection, web protection, IPsec, VPN, and network protection.

The vendor can quote a single box or multiple boxes solution, which is a vendor choice that does not compromise overall performance.

B. OEM CRITERIA

This solution should be robust in accordance with the research institute's network environment. The proposed solution equipment should have a minimum life of 60 months (EOS) and an end-of-life (EOL) of 84 months (as of the supply date). The institute is currently requesting a 36-month subscription license for the solution.

1. Manufacturer Authorization (MAF) is necessary for the proposed solution.
2. OEM Support (TAC) Presence in Hyderabad, India

C. GENERAL FEATURES

1. The firewall should support CLI and GUI-based access to the firewall modules.
2. Should support Local authentication and integration with third-party authentication solutions like Active Directory, LDAP Server, RADIUS, TACACS+, e-Directory, and Kerberos
3. Centralized, daily, automatic, manual, or offline updates.
4. Firewall should have advanced threat protection (detect and block network traffic when attempting to contact command and control servers).

D. GENERAL REQUIREMENT

1. It is necessary to have a 64-bit hardware platform built on a Multi-Core Architecture with Optimization for exceptional throughput for all key processes.
2. Without affecting performance, the proposed solution should offer an alternative for seeing encrypted traffic flows and supporting TLS 1.3.
3. The device should have security functions like a Firewall, VPN (IPsec Site to Site & SSL Client VPN), Gateway level antivirus, Category-based web and application filtering, Intrusion prevention system, Traffic shaping, DoS, DDoS, Anti-Spam.

4. The solution should offer a Central management solution with the option to manage multiple firewalls from day one. The Data Centre should be in Hyderabad, India.
5. The solution should support multi-factor authentication on the appliance or by using an external authentication server for 5000 VPN users, and the same MFA should also be applicable for the user portal and Web admin from day one.
6. The solution must be capable of using multiple WAN links, including auto-link health check, automatic failover, automatic and weighted balancing, and granular multipath rules. It also needs to be able to support more than two ISPs.

E. PHYSICAL INTERFACES

The firewall should meet firewall standards and should have the following Ethernet interfaces. Integrating these ports with a device unit or external integration solution is an option. A combination of flexible or fixed port modules may be used.

1. 08 x 10GbE SFP+ with an MM module, with cables (MM LC-LC, 10Mt)
2. 08 x 1GbE copper with factory crimped CAT-6 UTP cables (10 Mt.)
3. Management ports; 1 x RJ45 MGMT, 1xCOM RJ45, 1x Micro-USB including connecting cables
4. Display Multi-function LCD display
5. 1 x USB 3.0 port, 1 x USB 2.0 port
6. 19" rack mountable railing kit with screws
7. 2x hot-swap redundant power supply units with Indian Power Cord [Full loaded]

F. LICENSES

1. 36 months Subscription licenses for Firewall
2. Advanced Threat Protection
3. Intrusion Prevention System (IPS)
4. Anti-malware
5. Web and App visibility control
6. 24x7 on-site support
7. Security and Software Updates

G. USERS

1. Total Number of internet users:20,000
2. Total number of concurrent internet users: 15,000

H. SUPPLY, INSTALLATION AND TRAINING

1. To ensure optimal performance as per the claim documentation, supply the equipment, install it, configure it, tune it, and backup and restore the existing policy configuration.
2. Expert-level training is necessary for the staff until they are well-versed in equipment operation.
3. Complete installation and operational documentation is needed for the equipment.
4. After installation and commissioning, reset the Sophos XG750 to factory defaults.

I. FIREWALL PERFORMANCE

1. The firewall should have a maximum latency (64-byte UDP) of 5 microseconds or less.
2. It is essential for the firewall to have a minimum throughput (L2) of 125 Gbps.
3. It is necessary for the firewall to have a minimum NGFW throughput of 30 Gbps.
4. It is necessary for the firewall to have a minimum IPsec VPN throughput of 75 Gbps

J. INTRUSION PREVENTION SYSTEM

1. Intrusion Prevention System should have an IPS deep packet inspection engine with an option to select IPS patterns that can be applied to firewall rules for better protection. It should have the option to create a custom signature policy.
2. Advanced threat protection, such as inbound and outbound SSL decryption.
3. Botnet and malware protection, multiple attack correction, command, and control.
4. Advanced intrusion prevention includes an allow list, block list, host quarantine, and IP defragmentation.
5. DoS and DDoS prevention, threshold, heuristic-based detection, self-learning, and host-based connection limiting.
6. IPS aggregate performance (threat protection) should be a minimum of 20 Gbps
7. Throughput with SSL decryption with 100% SSL traffic should be a minimum of 10 Gbps

K. WEB FILTERING

1. Should have the flexibility to create a network, user, Web, and app-based traffic shaping (quality of service) policy.
2. Exceptions based on defined network objects.Notification for custom messages or URL redirections.

L.APPLICATION CONTROL

1. The firewall should have a feature that can identify, permit, block, or restrict the use of applications beyond ports and protocols.
2. The firewall should protect against potentially unwanted applications.

M.LOGGING & REPORTING

1. The logging retention period should be 60 months for internal/external/hybrid modes.
2. Information about the firewall policy rule that triggered the log must be included in firewall logs.
3. The firewall must provide, at a minimum, basic statistics about the health of the firewall and the amount of traffic traversing it.
4. The firewall should have support to log all blocked connections or pass through the firewall in detail.
5. It is important for the firewall to support the generation of performance statistics in real-time.
6. The firewall must be capable of producing reports that measure usage.

27. 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.

28. Service & Support

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

29. Service & Support

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

30. Warranty

Warranty period of the supplied products shall be 3 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.

31. Warranty

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

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

32. **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.

33. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

34. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

35. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process

without any notice:-

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

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

[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---