



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5156754 Dated/दिनांक : 13-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-07-2024 14:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-07-2024 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers	
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals	
Organisation Name/संगठन का नाम	Hindustan Organic Chemicals Limited	
Office Name/कार्यालय का नाम	Ambalamugal,ernakulam	
Total Quantity/कुल मात्रा	20	
ltem Category/मद केटेगरी	Desktop Computers (Q2)	
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, 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	
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	

Bid Details/बिड विवरण				
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण Required/आवश्यकता No				
Splitting/विभाजन	Splitting/विभाजन			
Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.				
MII Purchase Preference/एमआईआई खरीद वरीयता				
MII Purchase Preference/एमआईआई खरीद वरीयता Yes				
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

<u>OM_No.1_4_2021_PPD_dated_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

Desktop Computers (20 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor Make	Intel
Processor Generation	12.0 Or higher
Number of Cores per Processor	12, 16, 14, 24, 22 Or higher
	नाम Processor Make Processor Generation Number of Cores per

Specification Name/विशिष्टि का नाम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Processor Description	Intel Core i7, Intel Core i9 Or higher	
	Processor Number	Intel Core i7 12700, Intel Core i7 12700F, Intel Core i7 12700KF, Intel Core i7 12700K, Intel Core i9 12900F, Intel Core i9 12900, Intel Core i9 12900KF, Intel Core i9 12900K Or higher	
Motherboard	Chipset Series	Intel H Series, Intel B Series, Intel Q Series, Intel Z Series Or higher	
	Chipset Number	Intel Q 250, Intel Q 270, Intel Q 370, Intel B 365, Intel H 470, Intel B 460, Intel Z 490, Intel Q 470, Intel Q570, Intel B560, Intel H570, Intel H670, Intel Q670, Intel H660, Intel B660 Or higher	
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional	
Memory	RAM Size (GB)	16, 32, 64, 128 Or higher	
RAM Expandability up to(using spare DIMM Slots in GB)		64, 128 Or higher	
Storage Type of Drives used to populate the Internal Bays		HDD, SSD	
	Total HDD Capacity (GB)	1000, 1500, 2000, 2500, 3000, 4000 Or higher	
	Total SSD Capacity (GB)	512, 768, 1024, 2048, 4096 Or higher	
	Total SSHD Capacity in addition to 8 GB Flash (GB)	500, 1000, 2000, 0 Or higher	
Cabinet	Cabinet Form Factor	SFF (7 to 13 Litres)	
Monitor	Monitor Technology	IPS Or higher	
	LED Backlit Monitor Size (INCHES)	24, 27, 23.8, 32 Or higher	
	Monitor Resolution (PIXELS)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher	
Warranty	On Site OEM Warranty (Year)	3, 5, 4 Or higher	

Additional Specification Parameters - Desktop Computers (20 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
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Specification Parameter Name	Bid Requirement (Allowed Values)	
SPEC 1	PROCESSOR : 12th Gen Intel® Core [™] i7-12700 processor (12-Core, 25M Cache, 2.00GHz to 4.3GHz) PROCESSOR GENERATION : 12 MOTHER BOARD : INTEL CHIPSET MOTHERBOARD GRAPHICS : INTEGRATED GRAPHICS MEMORY : 16GB DDR4 RAM HARD DISC : MINIMUM 512 GB SSD PORTS : 2 X USB 3.0, 2 X USB 2.0(Minimum) ETHERNET RJ45, MICROPHONE/EARPHONE COMBO JACK, SERIAL PORTVGA/HDMI	
SPEC 2	NETWORK INTERFACE TYPE : LAN(RJ45) LAN : INTEGRATED 10/100/1000 GIGABIT. EXPANSION SLOTS : 1 PCI EXPRESS (X16) : 1 PCI EXPRESS (X1) : PCI MONITOR : 23.8" LED OEM KEY BOARD : STANDARD/MULTIMEDIA MOUSE : STANDARD OPERATING SYSTEM : GENUINE WINDOWS 11 PROFESSIONAL PRELOADED (64BIT) WITH LICENSE KEY MAKE : LENOVO/HP/DELL WARRANTY : 3 YEARS	
NOTE 1	BEING A STANDARDIZED ITEM, OFFERS FROM LENOVO/HP/DELL OR THEIR AUTHORISED DEALERS WILL ONLY BE CONSIDERED.	
NOTE 2	a. Bidder should submit bid specific OEM authorization indicating the bid number. b. Bidder should have proper functioning office in the state of Kerala with authorised GST number. c. Availability of service centre of OEM in the consignee location and their details to be furnished at the time of bid submission d. Certificate of local content (MII) on OEM letter head to be provided as per govt. Of india guidelines.	
NOTE 3 NOTE 3 e. Specification against the unit serial no. Available in OEM websit specification as per OEM website may lead to full/partial rejection deductions will be imposed to the extent of specification mismate website. g. Serial no. of the machines to be provided for verificat shipping the consignment.		

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	VISHNU SURENDRAN	682302,HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM	20	45

Special terms and conditions-Version:3 effective from 28-10-2023 for category Desktop Computers

1. 'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

SI.No.	SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS
1	OPERATING SYSTEM
(i)	There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form
(ii)	Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.
(iii)	Buyers may ensure that MAF shall not be made a mandatory requirement in bids.
(iv)	If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.
(v)	In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.
(vi)	In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

(vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

2 REQUIREMENT OF OEM LOGO

(i) Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

3 CHANGING OR ALTERING THE CONFIGURATION

The seller must refrain from changing or altering the configuration of the factory preloaded machine. The machine should be delivered to the purchaser in its original, factoryapproved configuration.

4 WARRANTY

(i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

(ii)

5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES

Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

(i)

(ii)

In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly

- (iv) (ii) Warranty certificate from OEM should be insisted and checked.
 - (iii) Instruction manuals, and OS installed should be checked
 - (iv) The machine serial no should also be checked.

The above points are for guidance and the buyer/consignee may take steps considered
 suitable by them for checking at the consignee end before acceptance of the systems

6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

(i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

(ii)

OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

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

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

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

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-oflife by the OEM before this period.

5. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. 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.

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

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.

9. Generic

IT equipment shall be IPv6 ready from day one.

10. 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

11. Generic

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

12. 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.

13. 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.

14. 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.

15. Scope of Supply

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

16. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

17. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

18. 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.

19. Service & Support

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

20. Service & Support

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

21. 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.

22. 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.

23. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

WARRANTY CERTIFICATE SHOULD BE SUBMITTED ALONG WITH SUPPLY

24. 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 execution like Third Party Inspection release note 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.

25. 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

26. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. <u>NOTE:</u>

a. Bidder should submit bid specific OEM authorization indicating the bid number.

 ${\bf b.}\,$ Bidder should have proper functioning office in the state of Kerala with authorised GST numbe r.

 ${\bf c.}~$ Availability of service centre of OEM in the consignee location and their details to be furnished at the time of bid submission

d. Certificate of local content (MII) on OEM letter head to be provided as per govt. Of india guidel ines.

 ${\bf e.}\,$ Specification against the unit serial no. Available in OEM website should match bid specifi cati on including operating system

f. Any deviations in specification as per OEM website may lead to full/partial rejection or deducti ons will be imposed to the extent of specification mismatch with OEM website.

g. Serial no. of the machines to be provided for verification before shipping the consignment.

2. Specification sheet, Commercial term formats, Bid security declaration, Compliance of land border as per given annexures should be filled, signed and submitted along with the offer.

3. ARBITRATION OF DISPUTES:-

All disputes, differences, questions and claims arising out of, under or touching upon this Tender /A greement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutu al discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, th en such disputes, difference, questions or claims shall be referred for resolution through arbitration

by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agr eed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and bindi ng on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of t he arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitrat ion Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-e nactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accord ance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitrati on and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law A rbitration) Arbitration Rules."

27. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

28. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम लिविदा 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---



HINDUSTAN ORGANIC CHEMICALS LTD (A Government of India Enterprise) AMBALAMUGAL, COCHIN – 682 302 Phone: (0484) 2720911, www.hoclindia.com

MAT/PUR/42178/24

13.07.2024

M/s. Dear Sir,

Hindustan Organic Chemicals Ltd. is a Govt. of India Undertaking manufacturing Phenol, Acetone & Hydrogen Peroxide at its plant at Kochi, Kerala, India. HOCL invites e-tenders : **PERSONAL COMPUTER (REFER SPEC. SHEET)**

You may submit your offer online before the due date and time specified.

Thanking you,

Yours faithfully, For Hindustan Organic Chemicals Ltd.

B Balachandran GM (Materials/MSS)

INDEX - TENDER DOCUMENTS

1	Specification	Annexure-I
2	Eligibility criteria for participating in the bid	Annexure-II
3	General Terms and conditions of the tender	Annexure-III
4	Commercial Term Format	Annexure-IV-A,B,C
5	Bid Security Declaration	Annexure-V
6	Compliance To Clause W.R.T Mandatory Registration Of Vendors From Countries Sharing Land Border With India, With DPIIT	Annexure-VI

12.07.2024

ANNEXURE I

SPECIFICATION

Sl. No.		It	em Description	Qty
1	SPECIFICATION FOR DESKTOPCOMPUTER		20 Nos.	
	PROCESSOR	:	12th Gen Intel® Core™ i7-12700 processor	
			(12-Core, 25M Cache, 2.00GHz to 4.3GHz)	
	PROCESSOR GENERATION	:	12	
	MOTHER BOARD	:	INTEL CHIPSET MOTHERBOARD	
	GRAPHICS	:	INTEGRATED GRAPHICS	
	MEMORY	:	16GB DDR4 RAM	
	HARD DISC	:	MINIMUM 512 GB SSD	
	PORTS	:	2 X USB 3.0, 2 X USB 2.0(Minimum)	
	ETHERNET RJ45, MICROPHON	IE/EAF	RPHONE COMBO JACK, SERIAL PORTVGA/HDMI	
	NETWORK INTERFACE TYPE	:	LAN(RJ45)	
	LAN	:	INTEGRATED 10/100/1000 GIGABIT.	
	EXPANSION SLOTS	:	1 PCI EXPRESS (X16)	
		:	1 PCI EXPRESS (X1)	
		:	1 PCI	
	MONITOR	:	23.8" LED OEM	
	KEY BOARD	:	STANDARD/MULTIMEDIA	
	MOUSE	:	STANDARD	
	OPERATING SYSTEM	:	GENUINE WINDOWS 11 PROFESSIONAL	
			PRELOADED (64BIT) WITH LICENSE KEY	
	MAKE	:	LENOVO/HP/DELL	
	WARRANTY	:	3 YEARS	

NOTE: BEING A STANDARDIZED ITEM, OFFERS FROM LENOVO/HP/DELL OR THEIR AUTHORISED DEALERS WILL ONLY BE CONSIDERED.

Eligibility criteria for participating in the bid.

Offers of bidders who satisfy the following Eligibility Criteria only will be considered .

- a) Vendor should submit Balance sheet of last 3 financial Years.
- b) Vendor should have upload work order copies of Minimum 3 Nos of Reputed Customers preferably PSUs/Govt. Organisations for similar items
- c) Repeat works order copies or satisfactory performance certificates issued by reputed organizations preferably PSUs for similar items
- d) Client list

Vendor should provide documentary evidences for all the above along with the Technical Bid. HOCL registered vendors are exempted from furnishing above document as in point nos a to d.

ANNEXURE III

GENERAL TERMS AND CONDITIONS FOR E-BID SUBMISSION

Please submit your e-bids conforming to the specifications and the terms and conditions attached as per instructions given below:-

1. <u>NOTE:</u>

a. Bidder should submit bid specific OEM authorization indicating the bid number.

b. Bidder should have proper functioning office in the state of Kerala with authorised GST number.

c. Availability of service centre of OEM in the consignee location and their details to be furnished at the time of bid submission

d. Certificate of local content (MII) on OEM letter head to be provided as per govt. Of india guidelines.

e. Specification against the unit serial no. Available in OEM website should match bid specification including operating system

f. Any deviations in specification as per OEM website may lead to full/partial rejection or deductions will be imposed to the extent of specification mismatch with OEM website.

g. Serial no. of the machines to be provided for verification before shipping the consignment.

- 2. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry and agree to supply the goods in compliance with the same."
- 3. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
- 4. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
- 5. Specification of the Product: Specifications offered product shall be uploaded along with technical bid.
- 6. Payment terms shall be: GeM standard Payment terms.
- 7. Tenderer should agree for inspection of material at their site, if desired by HOCL. The inspection may be carried out by the representative of HOCL or by a third party or jointly.
- 8. The Tenderer must specify their GSTIN No& HSN code of material offered in the BID.
- 9. The successful tenderer shall, if so desired by HOCL, deposit an amount equivalent to 5% of the value of order as security deposit within 21 days of the order towardssatisfactory execution of the order. No interest will be paid on this amount by HOCL.
- 10. Delivery within 15 days. The delivery schedule shall be given by HOCL and you shall be responsible for arranging supplies as per the schedule. In case the supplier fails to deliver the consignment within the period prescribed, HOCL shall been titled, if so desired by HOCL, to recover from supplier's pending bills against the order or from any other bills a penalty of 0.5% of the price of the goods in arrears per week at discretion of the HOC subject to maximum of 5%.

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- 11. Manufacturers test certificate in original or attested, guarantee certificates in original, drawings in original etc. as applicable shall be provided along with the supply.
- 12. Tenderer may attach necessary catalogues/drawings/detailed specifications of the items wherever required. Also clearly specify the make/model of the item offered.
- 13. Purchase preferences, EMD/SD Exemption etc for PSUs/SSI units etc will be applicable as per GOI directives from time to time. For this, the tenderer should claim their eligibility along with the supporting documents in their offer itself.
- 14. <u>**RIGHT TO REJECT A BID**</u>: HOCL reserves the right to reject any bid due to reasons such as (a) Vendor not following above bidding procedures (b) Vendor not being technically acceptable to HOCL (c) Non submission of EMD payment details with the techno commercial bid or EMD paid being lesser than the stipulated amount (d) Vendor not agreeing with the general conditions of the tender. (e) Not enclosing any particular documents asked for (f) Vendor currently not having BIS certification for barrels (g) Any other valid reasons.
- 15. PRICE: The price quoted shall be for delivery at our factory at Ambalamugal, Ernakulam District, Kerala state. The price quoted by the vendor shall remain firm during the period of contract.
- 16. Restriction on procurement from Bidder who shares the land border with India
 - 1. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Department for promotion of Industry and Internal Trade (DPIIT). (Pl. refer office Memorandum no. 6/18/2019-PPD dated 23rd July 2020) Such bidders should submit the valid copy of registration certificate along with tender. However the said requirement of registration will not be applicable to bidders from those country to which Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Bidders may appraise themselves of the updated lists of such countries available in the website of Ministry of External Affairs.
 - 2. All Bidders shall furnish compliance certificate with respect to above clause as per the format in Annexure VI along with the bid

17. ARBITRATION OF DISPUTES:-

All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion. If the parties fail to resolve the dispute by such mutual consultation within 21 days, then such disputes, difference, questions or claims shall be referred for resolution through arbitration by either of the parties to the India International Arbitration Centre or a Sole Arbitrator mutually agreed upon by the parties from a panel of arbitrators. The award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration or re-enactment thereof for the time being in force.

When the contract is with foreign vendor, the vendor has the option to choose arbitration in accordance with the provisions of The India International Arbitration Centre Act 2019 / The Indian Arbitration and Conciliation Act, 1996 / UNCITRAL (United Nations Commission on International Trade Law Arbitration) Arbitration Rules."

 <u>JURISDICTION</u>:- All questions, disputes or differences arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala, India only.

		ANNEXURE IV-A
	COMMERCIAL TERM	ORMAT
(Pleas	e fill up the details mentioned below in your lett	er head and upload along with your bid)
FOR OFFERS THROUGH GEM PORTAL (AS PER GEM STANDARD TERMS AND CONDITIONS ONLY, NO DEVIATION WILL BE ALLOWED)		RATE QUOTED SHOULD BE INCLUSIVE OF GST AND FREIGHT CHARGES TO DELIVER
SI.No	DETAILS RI	EQUIRED
1	Name and Address of Organization	
2	Phone No	
3	GSTIN	
4	E-mail id for correspondence	
5	Contact Person Name and Mobile No	
6	Whether registered with MSME/NSIC (If so pl. enclose documentary proof):	
7	Validity of offer	
8	Delivery period	
9	Certificates provided along with supply, if any	
10	Deviation in specification , if any	
	by confirm that, I/We have not been blacklisted ngs/ Government organizations.	d in the past by any Public Sector
	Signature and Sta	imp

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ANNEXURE IV - B

(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Sr. No.	Commercial Clauses	Bidder Confirmation (Please put V in front of
1	Whether bidder (a proprietary concern, Partnership Firm,	your confirmation) Ves, We are on
_	Company) is currently on holiday list/black list/de-listed or has	holiday List/Black
	been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	List/De-List
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	Micro Medium Small No
2-ii	Status of MSE Bidder	Manufacturer Services
2-iii	Whether MSE bidder is offering product manufactured by him/her	□ Yes
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. SSI/MSME/NSIC/UAM /DIC registration certificate	 No Mention UAM Number Not Applicable
3-ii	Submitted valid document against clause no 3i	Submitted
4i	Whether the proprietor of "MSME" enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	 Not Applicable Yes No
4ii	Whether the proprietor of "MSME" enterprise is woman	🗆 Yes
	(i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	🗆 No
4iil	Submitted certificate against clause no 4ii	SubmittedNot Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the	 Agreed Not Agreed
	terms and conditions as per the enquiry.Non-acceptance or deviation to HOCL's standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	

ANNEXURE - IV-C

COMMERCIAL TERM FORMAT-C

(For Purchase Order/ Work Order with estimated value more than FIVE Lakhs)

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER NO_

(KINDLY FILL AND SUBMIT ALONG WITH COMMERCIAL/TECHNICAL BID)

NAME OF BIDDER:		
Sr.No.	COMMERCIAL CLAUSES	BIDDER CONFIRMATION(PLEASE PUT √)
1	Please mention whether you are a Class-I/Class II Local supplier.(Please see the definition given below)	Class I
		Class II
2	Specify the percentage (%) of local content.	%
3	Details of location at which the local value addition is made.	
4	Mention whether the product offered is manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and there is a technology collaboration agreement / Transfer of technology agreement	Yes / No

SELF DECLARATION OF LOCAL CONTENT

We hereby declare that the percentage (%) of local content specified against mentioned against Sr.No.2 is _____%. We also understand that submitting False self-declarations and auditors will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to Two Years as per the Rule 151 (iii) of the General. Financial Rules along with such other actions as may be permissible under Law.

Definitions

Local Content: - The amount of value added in India(Total value of item procured minus the value of imported content in the item(including all customs duties) as a proportion of total value, in percentage.

Class I Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%.

Class II Local Supplier: - Supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50 %.

Purchase Preference: -Will be as per the applicable Government order.

DATE

SIGNATURE AND STAMP

ANNEXURE-V

BID SECURITY DECLARATION

ANNEXURE TO BE SUBMITTED ALONG WITH THE BID AGAINST TENDER

I/We.....hereby declare that:

- **1.** I will not revoke the tender within the stipulated period/validity period OR increase the quoted rates.
- 2. I will commence the work on receipt of Purchase Order.
- **3.** I will not withdraw or amend the tender or impair or derogate from the tender in any respect within the period of validity of the tender.
- **4.** I will furnish the required performance security within the specified period.

NAME AND ADDRESS OF THE BIDDER

PLACE:

DATE:

SIGNATURE AND STAMP OF THE BIDDER

ANNEXURE-VI

COMPLIANCE TO CLAUSE W.R.T MANADATORY REGISTRATION OF VENDORS FROM COUNTRIES SHARING LAND BORDER WITH INDIA, WITH DPIIT

Date:

TO WHOMSOEVER IT MAY CONCERNS

"I have read The clause titled restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that M/s.....(Name Bidder) is not from such a country

Or .

I hereby certify that M/s.(name of Bidder) is from a country which shares land border with India and fulfills all requirements in this regard and is eligible to be considered. Enclosed herewith Valid Registration Certificate

Or

I hereby certify that M/s..... (Name of Bidder) is from such a country which shares land border with India , however the said requirement of registration will not be applicable to bidders as Govt. of India has extended lines of credit or in which Govt. of India is engaged in development of projects. Enclosed herewith documentary evidence in this regards

We confirm that if it is established that we have provided any false information in pursuance to above clause, while competing for this contract then our Bid shall be rejected.

We further confirms that, if it is established that we have not complied with terms of aforesaid clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per tender provision and shall be dealt accordingly

Name of the Bidder

Stamp & Signature of the Bidder