



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6159666 Dated/दिनांक : 13-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2025 11:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-06-2025 11:30:00			
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 Defence			
Department Name/विभाग का नाम	Department Of Defence			
Organisation Name/संगठन का नाम	Border Road Organisation			
Office Name/कार्यालय का नाम	******			
क्रेता ईमेल/Buyer Email	oc-1081fw@bro.gov.in			
Item Category/मद केटेगरी	Custom Bid for Services - requires Repair and calibration of FIP Assy Rotary Type with 06 Nos Injectors Make Bosch Srl No 55932605 of Tata SK 1613 TC 36 BS III 4X2 BA No 16E 72998 of 67 RCC GREF			
Similar Category/समान श्रेणी	Repair and Overhauling Service			
Contract Period/अनुबंध अवधि	1 Month(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	OEM Authorization Certificate *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 to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes			
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders			

Bid Details/बिड विवरण				
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Arbitration Clause	No			
Mediation Clause	No			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
MII Compliance/एमआईआई अनुपालन				
MII Compliance/एमआईआई अनुपालन	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता				

- 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. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE

bidder subject to acceptance of L1 bid price.

5. 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.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1745317410.pdf</u>

Payment Terms: 1745317417.pdf

GEM Availability Report (GAR): 1745317424.pdf

Buyer's Competent Authority Approval:1745317433.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: $\frac{1745317439.pdf}{1745317439.pdf}$

Custom Bid For Services - Requires Repair And Calibration Of FIP Assy Rotary Type With 06 Nos Injectors Make Bosch Srl No 55932605 Of Tata SK 1613 TC 36 BS III 4X2 BA No 16E 72998 Of 67 RCC GREF (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	requires Repair and calibration of FIP Assy Rotary Type with 06 Nos Injectors Make Bosch Srl No 55932605 of Tata SK 1613 TC 36 BS III 4X2 BA No 16E 72998 of 67 RCC GREF	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*******Pithoragarh	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The following terms and conditions will govern repair of assembly/par ts:-

- a) Repair of items will be done within the stipulated date of delivery given in the repair order. No extension will be granted except in the case of natural calamity, factory lock out, etc. or this is beyond the control of s ervice provider. In such cases service provider shall/should approach this office well in advance but not later than the date for consideration towar ds extension of date of delivery.
- b) The consignee reserve the right to reject the repaired assemblies /parts in case these are found not conforming to specification prescribed . Rejected assembly/parts will be collected back by the firm (without any additional charges) within 15 days of intimation of rejection/ non accepta nce by the consignee.
- c) During evaluation and comparison of bids, the buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- d) Repair orders are liable for cancellation without assigning any re asons prior to actual repair of assembly/parts within the time specified fo r repair order.
- e) All the unserviceable parts retrieved from the FIP assy during rep air should be returned to this wksp at the time of delivery of the repaired

FIP assy at HQ 1081 Field Workshop, Pithoragarh, Uttarakhand.

- f) Interested Bidder may visit HQ Wksp 1081 Fd Wksp (GREF) Pitho ragarh, Uttarakhand for checking of FIP Assy for Estimate.
- g) In case of failure of above said Veh/Eqpt complete after repair with in warranty period due to poor workmanship or material fatigue the repair will again be carried out by you on free of cost and necessary repl acement of parts are also be provided by firm at their end.
- h) Rate/prices quoted should be all inclusive including collection and delivery from and up to 1081 Field Workshop, GREF C/o 56 APO, Pithorag arh (Uttarakhand).
- j) The item wise calculation of the spare parts to be replaced while carrying out repair including labour charges/service charges may also be upload with bid document in justification to bid price quoted by your firm

18. **Period of Delivery.**

- a) The repair/service is to be completed within **30 days** from the dat e of issue of RepairOrder.
- b) If the repaired items are not supplied within the stipulated period of repair order. The repair order is liable to be cancelled without any oblig ation/ compensation for the expenditure incurred by firm in connection with the repair order.
- c) In case of delay in repair of assembly/part, firm will apply for time extension, if required, along with the reasons within the validity of deliver y date for consideration. Accepting officers reserves the right for accepting/rejection of request for extension of delivery.
- <u>Liquidated Damages:-</u> If contractor/ seller fails in the performance of the contract within the time fixed under this contract or any other extension thereof, the contractor/seller shall be liable to pay as agreed liquidated damag ed and as penalty a sum equivalent to 1/2 % (half percentage) of the contract price of the items per week of such delay or part thereof. The supplier's liability for liquidated damaged shall not exceed 10% (Ten percentages) of the contract price of items delay. If the delivery delayed beyond 5 weeks, the purc hasers may at his own option can terminate the contract. If any delay in repair arises from any causes which the purchase may deem to be on reasonable gro und such as wrong suppliers or losses in transit from the main suppliers to the supplier or any cause beyond the control of supplier/seller, such as strikes, lock s outs, fire acts of GOD or similarly eventualities constitution the recognized F ORCE MAJEURE such additional time as any be considered under the circumsta nces of the case by the purchaser, may be allowed by him, provided that an in timation of the circumstances is given by the supplier/seller to the purchaser n ot later than 10 days of their happening.
- 20. <u>Inspection: -</u> The repaired assembly/parts will be inspected by the bo ard of officers detailed by the Accepting Officer or any officers detailed by TF/C E at the time of delivery and should be strictly according to specifications/satisfaction of the Inspecting Officer, the repaired assembly/part s are liable to be rejected and will have to be repaired again without any additional cost.
- 21. **Payment:-** Full payment will be made on receipt of entire consignmen t in good condition by the consignee and on 30 days' credit basis against pre r

eceipted bill.

22. The Details of firm and certificate as per format enclosed at Appx 'A' to be uploaded at the time of bid submission.

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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.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. 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.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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---