



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6173167 Dated/दिनांक : 24-05-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2025 12:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	14-06-2025 12:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	110 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence			
Department Name/विभाग का नाम	Department Of Military Affairs			
Organisation Name/संगठन का नाम	Indian Air Force			
Office Name/कार्यालय का नाम	******			
क्रेता ईमेल/Buyer Email	savior.boss@gov.in			
Total Quantity/कुल मात्रा	1			
Item Category/मद केटेगरी	Laboratory Refrigerator (V2) (Q2)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)			
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत दर्नओवर (गत 3 वर्षों का)	3 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) *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?     No       Past Performance/विगत प्रदर्शन     80 %       Bid to RA enabled/बिंड से रिवर्स नीलागी सिंकय किया     No       Comprehensive Maintenance Charges Required     Yes       Type of Bid/बिंड का प्रकार     Two Packet Bid       Time allowed for Technical Clarifications during technical evaluation/तकानीकी मृत्यांकन के दौराज तकानीकी स्पष्टीकरण स्तु अनुमत समय     2 Days       Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)     No       Estimated Bid Value/अनुमानित बिंड मृत्य     145995       Evaluation Method/मृत्यांकन पदित     Total value wise evaluation       Arbitration Clause     No       Mediation Clause     No       MD Detail/ईएमडी विवरण     No       PBG Detail/ईएमडी विवरण     No       Required/आवश्यकत     No       MII Purchase Preference/एमआईआई खरीद वरीयता     Yes       MSE Purchase Preference/एमएसई खरीद वरीयता     Yes	Bid Details/बिड विवरण			
Bid to RA enabled/बिड से रिवर्स जीलामी सिक्रय किया  Comprehensive Maintenance Charges Required  Type of Bid/बिड का प्रकार  Two Packet Bid  Time allowed for Technical Clarifications during technical evaluation/तकजीकी मृत्यांकन के दीयल तकजीकी स्पष्टीकरण हेनु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)  Estimated Bid Value/अनुमानित बिड मृत्य  145995  Evaluation Method/मृत्यांकन पद्गित  Total value wise evaluation  Arbitration Clause  No  Mediation Clause  Mo  PAD Detail/ईएमडी विवरण  Required/आवश्यकला  No  WII Purchase Preference/एमआईआई खरीद वरीयला  MII Purchase Preference/एमआईआई खरीद वरीयला  MII Purchase Preference/एमआईआई खरीद वरीयला  MII Purchase Preference/एमएसई खरीद वरीयला	by bidders to all bidders participated in	No		
Yes  Required  Type of Bid/बिड का प्रकार  Two Packet Bid  Time allowed for Technical Clarifications during technical evaluation/तक्लीकी मृत्यांकल के दौरान तक्लीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमानित विड मृत्य 145995  Evaluation Method/मृत्यांकल पदित No  Arbitration Clause No  Mediation Clause No  PMD Detail/इंपमडी विवरण  Required/आवश्यकता No  Arguired/आवश्यकता No  Mo  WIII Purchase Preference/एमआईआई खरीद वरीयता  MIII Purchase Preference/एमएमएसई खरीद वरीयता  MIII Purchase Preference/एमएसई खरीद वरीयता	Past Performance/विगत प्रदर्शन	80 %		
Type of Bid/बिड का प्रकार  Time allowed for Technical Clarifications during technical evaluation/camiful मूल्यांकन के देशित तकनीकी स्पष्टीकराण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)  Estimated Bid Value/अनुमानित बिड मृल्य  145995  Evaluation Method/मृल्यांकन पदिति  Total value wise evaluation  Arbitration Clause  No  Mediation Clause  No  Mo  PBG Detail/ईएमडी विवरण  Required/आवश्यकता  No  MIl Purchase Preference/एमआईआई खरीद वरीयता  MIl Purchase Preference/एमएसई खरीद वरीयता  Ves  45E Purchase Preference/एमएसई खरीद वरीयता	Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मृह्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)  Estimated Bid Value/अनुमानित विड मृह्य  145995  Evaluation Method/मृह्यांकन पद्धित  Total value wise evaluation  Arbitration Clause  No  Mediation Clause  No  Required/आवश्यकता  No  PBG Detail/ईएमडी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता		Yes		
during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय  Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  Estimated Bid Value/अनुमानित बिड मृल्य  145995  Evaluation Method/मृल्यांकन पद्धति  Arbitration Clause  No  Mediation Clause  No  Required/आवश्यकता  No  PBG Detail/ईएमडी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता  MII Purchase Preference/एमएसई खरीद वरीयता	Type of Bid/बिंड का प्रकार	Two Packet Bid		
Inspection Authority / Agencies pre- registered with GeM)  Estimated Bid Value/अनुमानित विड मृत्य 145995  Evaluation Method/मृत्यंकन पद्धति Total value wise evaluation  Arbitration Clause No  Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MISE Purchase Preference/एमएसई खरीद वरीयता	during technical evaluation/तकनीकी मूल्यांकन के	2 Days		
Evaluation Method/मृत्यांकन पद्धति Arbitration Clause No Mediation Clause No Mediation Clause No Required/आवश्यकता No PBG Detail/ईएमडी विवरण Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता MSE Purchase Preference/एमएसई खरीद वरीयता	Inspection Authority / Agencies pre-	No		
Mediation Clause No Mediation Clause No  EMD Detail/ईएमडी विवरण  Required/आवश्यकता No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Estimated Bid Value/अनुमानित बिड मूल्य	145995		
Mediation Clause  Required/आवश्यकता  Required/आवश्यकता  No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Required/आवश्यकता No  PBG Detail/ईपीबीजी विवरण  Required/आवश्यकता No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता	Arbitration Clause	No		
Required/आवश्यकता  Required/आवश्यकता  No  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Mediation Clause	No		
Required/आवश्यकता No MII Purchase Preference/एमआईआई खरीद वरीयता MII Purchase Preference/एमआईआई खरीद वरीयता Yes MSE Purchase Preference/एमएसई खरीद वरीयता	EMD Detail/ईएमडी विवरण			
Required/आवश्यकता  MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MII Purchase Preference/एमआईआई खरीद वरीयता  MII Purchase Preference/एमआईआई खरीद वरीयता  Yes  MSE Purchase Preference/एमएसई खरीद वरीयता	ePBG Detail/ईपीबीजी विवरण			
MII Purchase Preference/एमआईआई खरीद वरीयता  MSE Purchase Preference/एमएसई खरीद वरीयता	Required/आवश्यकता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता	MII Purchase Preference/एमआईआई खरीद वरीयता			
·	MII Purchase Preference/एमआईआई खरीद वरीयता	Yes		
MSE Purchase Preference/एमएसई खरीद वरीयता Yes	∕ISE Purchase Preference/एमएसई खरीद वरीयता			
$\Pi$				

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 of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 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. 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 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.
- 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. 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.
- 7. 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.

## Laboratory Refrigerator (V2) (1 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	Capacity of Refrigerator (In Liters)	>350<=400, >500<=600
	Touch Display	Yes, No
	Wheels Availability	Yes
Dimension and Constructions	Number of Shelves/Drawers/Trays	12, 4
	Shelves/Drawers/Trays Material	Stainless Steel 304, Stainless Steel 316
	Outer Body Material	Mild Steel, Stainless Steel 304
	Inner Body Material	Stainless Steel 304
	Number of Doors	1, 2, 3
	Door Type	Glass Door
	Corrosion Resistant Shelves/Drawers/Trays, Inner and Outer Body	Yes
Certification, Testing & Warranty	Warranty for complete unit (Excluding Compressor)	5 Or higher (year)
	Availability Of Test Report From Central Govt/Nabl/llac Accredited Lab To Prove Conformity To Specification	Yes
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes

Comprehensive Maintenance	
Warranty of required product	5 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

## Additional Specification Parameters - Laboratory Refrigerator (V2) ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)	
NET CAPACITY	1075 LTRS	
ITEM VOLUME	1200LTRS	
TEMP RANGE	+1TO+10 DEGREE CELCIUS	
NUMBER OF DOORS	3 VERTICAL DOORS(TRANSPARENT)	

<sup>\*</sup> 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	*****	************Gorakhpur	1	20

# 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Generic

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

MED STORE 12 AIR FORCE HOSPITAL NANDA NAGAR AKASH NAGAR GOARKHPUR UP 273002

### 3. 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.

#### 4. 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.

#### 5. Scope of Supply

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

#### 6. Turnover

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

#### 7. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 8. 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.

## 9. Service & Support

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

## 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

OEM AUTHORIZATION SHOULD BE SUBMITTED IN FORM OF LETTER ADDRESSED TO CO 12 AFH.

COMPLIANCE SHOULD BE SUBMITTED AGAINST REQUIRED SPECIFICATIONS WHICH ARE UPLOAD ED IN ATC .

PHYSICAL DEMONSTRATION FORMALLY ON THE SPOT DURING TECHNICAL EVALUATION

## 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 12. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

400

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

### 13. 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.

# 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the

same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

# **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7. In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

 $C+C^*\{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)\}\ and so on$ 

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year. 8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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 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---