

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Sashastra Seema Bal (ssb)
Office Name/कार्यालय का नाम	Fhq Ssb New Delhi
क्रेता ईमेल/Buyer Email	ravi.k1409@ssb.gov.in
Total Quantity/कुल मात्रा	113
Item Category/मद केटेगरी	BMI MACHINE
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	BMI Machine
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Digital BMI Machine (V2), Paper Shredding Machines (V2), Machine Light, Milking Machine, High Vacuum Suction Machine (V2), Honing Machine, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Embroidery Machine, Knitting Machine, PVC Aluminium Cable 1 Core and Multi Core Circular Sheathed Cable with Rigid Conductor as per IS 694
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Digital BMI Machine (V2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	51 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	102 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)

Bid Details/बिड विवरण	
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,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?/	Yes
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Estimated Bid Value/अनुमानित बिड मूल्य	10170000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	508500

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	64

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Second In Command

Fhq Ssb New Delhi, Central Armed Police Forces, Sashastra Seema Bal (SSB), Ministry of Home Affairs(DDO)
(Ddo)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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.
4. 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.

5. 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.

6. 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.

7. 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.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within

reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
19-05-2025 11:00:00	Provisioning Dte, FHQ, SSB, East Block-V, Sector-1, R.K. Puram, New Delhi-110066.

BMI MACHINE (113 the number pi)

(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

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar Dubey	110047,O/O The Commandant, 25th Bn SSB Delhi, Ghitorni	113	60

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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-of-life by the OEM before this period.

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

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

226
, Place for Training
25th Bn SSB Ghitorni ,New Delhi
and Duration of training
2
days.

5. **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.

6. **Scope of Supply**

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

7. **Service & Support**

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

8. **Service & Support**

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

9. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

by the board of officer of SSB

Post Receipt Inspection at consignee site before acceptance of stores:
at the Consignee Location by the Board of officer of Line Committee

10. **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.

11. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

12. **Buyer Added Bid Specific ATC**

- (1) **Governing QRs/TDs of BMI Machine:-** As per QRs/TDs of BMI Machine, ADG (Med) vide order No. 27012/33(G)/ADG(Med)/DA-3/QRs/TD/ 2021/2511 dated 28/08/2023. (Copy of QRs is also uploaded with this bid).
- (2) **Allowing Repeat order for MoD/sister CAPFs procured items:** CAPFs are allowed to place repeat order for Ministry of Defence (MoD)/sister CAPFs procured items (except IT equipment/solutions having a trend/likely trend of decreasing selling price), which are also approved under Modernization Plan -IV, without going through separate procurement process within three years from the date of placing supply order by MoD/sister CAPFs on same terms and conditions of supply, subject to the condition that the quantity being procured is not more than 1/4th of the originally procured quantity by MoD/sister CAPFs. Further, the procuring entity shall ensure/certify price reasonability for the items being procured by the means of repeat order.
- (3) **Inspection:**
- (i) **Pre-Dispatch Inspection (PDI)** of the store will be carried out by a board of officers of SSB at Seller premises. The Board of officers will conduct PDI as per governing specifications. The decision of the PDI board to reject / accept the store based on quantity of the items will be final and ending on the seller. Seller/OEM shall send a notice in writing/e-mail to the buyer specifying the place of inspection as per contract and the buyer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected.
 - (ii) After approval of Buyer on PDI report, sealed inspected lots will be dispatched by the L-1 firm to the concerned consignees as per the contract. It will be the seller's responsibility to ensure that the sealed lot does not get tampered and arrives intact to the consignee location. Dispatch and safe transportation of the store shall be the responsibility of the supplier. On receipt of the store at consignee location, decision of Consignee's with regard to rejection / acceptance of the store shall be final and binding on the seller.
 - (iii) **Inspection charges shall be borne by the supplier and it shall not be reimbursed by buyer to them at any point of time as per provision contained in Manual for Procurement of Goods, Second Edition, 2024.**
 - (iv) The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the BOO's of buyer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.
 - (v) The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the BOO's of buyer.
 - (vi) PDI board may propose the acceptance / rejection of items based upon quality even if there are minor deviations from the technical specifications considering para-9.4.7 of Chapter-09 of Manual for Procurement of Goods, Second Edition, 2024. However, The CA that approved the tender should have the final decision on deviations. Deviations from the contract specifications or requirements not affecting price, quality, performance, and other terms of the contract may be allowed (with or without a nominal rebate) at the level of the CA in consultation with the user Department on the merits or nature of deviations. In all other cases, the goods should be rejected, giving all reasons by issuing a rejection inspection report. Rejections should not be made in a piecemeal manner.
- (4) **Experience Criteria:-** Experience Criteria mentioned at **Clause-04/Page-03 & 04** of instant bid may be read as under:- 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.

on /PSU/Public Listed Company for last 3 financial years before the bid opening date. Copies of relevant contract to be submitted along with bid in support of having supplied some quantity in at least one of the last 03 financial years before the bid opening date. In case of bunch bids, the primary products having highest value should meet this criterion. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:-

- a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b) Execution certificate by client with order value.
- c) Any other document in support of order execution like Third Party Inspection release Note etc.
- d) In case bidder submit GeM Contract for experience than copy of GeM Invoice/CRAC is required to submit along with self -certification by the bidder that supplies against the Contract executed.

(5) Compliance Statement required as per QRs/TDs of BMI Machine

	Specifications	Procedure suggested for Trial by Board of Officers	Results Expected/ Desired	Complied/ Not Complied
A	1. Weighing capacity : 200 kg 2. Height capacity : 200 cm 3. Power supply : 230 V 4. Display : LED type 5. Display content : Height, Weight, BMI, Date, Time 6. LED Indicator to prompt start measurement : Yes 7. Result unit : In Kg/m ² 8. Result mode : Led display + printed result 9. Weight accuracy : +/- 100 gm 10. Height accuracy : +/- 0.5 cm 11. Display inference of results : Overweight/Underweight/Normal : needed : Yes 12. Time & Date to be displayed on result slip : Yes	Board should check physically during demonstration. OEM should submit an undertaking and documents in this regard.	As per specifications	
	Standard, Safety and Training			
B	1. Should provide live demonstration of equipment to the end users. 2. Should provide maintenance support for minimum 10 years and warranty for minimum 5 years. 3. Comprehensive training for technical staff. 4. Should be IS certified or compatible with European standards where Indian standards are not available.	OEM should submit an undertaking and documents in this regard.	As per specifications	
	Documentation :			
C	1. User/Technical/Maintenance manuals to be supplied in English/Hindi. 2. Log book with instructions for Daily, Weekly, Monthly maintenance. 3. The job description of the hospital technician.	OEM should submit an undertaking and documents in this regard.	As per specifications	

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(6) Consignee Location:

- (i) Consignee locations are mentioned in the GeM Bid. Consignee mentioned in the GeM Bid will complete all the formalities on receipt of stores i.e. Line Committee Report (LCR) from their location. Line Committee Report (LCR) etc. will be forwarded to Provisioning Directorate, Force Hqrs, SSB, East Block-V, Sector-1, R. K. Puram, New Delhi-110066 by the consignee mentioned in the GeM Bid.
- (ii) Free delivery of stores at consignee's locations at its own risk, freight and cost.

(7) Warranty: Minimum **05 Years (60 Months) Warranty** from the date of supply of unit. Timely servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the **required service / rectification on within 15 days time limit.**

(8) Land Border:- As per Public Procurement OM No.6/18/2019-PPD dated 23 July 2020, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, service (including consultancy services and non- consultancy service) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annex-'I'. Bidder is required to upload a certificate in this regard as per **Appendix-'D'**.

(9) Lab test reports/Certificates:- Bidders are required to submit lab test report/certificates of the subject store as per MHA approved QRs/TDs alongwith compliance statement of QRs/TDs.

(10) Availability of Service Centers:- Bidder/OEM must have a Functional Service Centre in India. If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

(11) After sale services:

- (i) Firm has to submit an undertaking that after expiry of warranty of 05 years, Firm will **extend service/maintenance support and spares for repairs of the equipment for next 10 years** on reasonable charges. Unconditional acceptance from firm is required along with bid.
- (ii) Firm will also provide **list of spares with price details** which will be required for repair. This is required along with Bid.

(12) Training:- The bidders shall provide free training to the user within four to six week after successful installation & commissioning of equipment/ stores to users, for a period of 02 days at 25th Bn, SSB, Ghitorni, New Delhi-110047 of 226 training personnel.

(13) Earnest Money Deposit (EMD):

- (i) Earnest Money Deposit (EMD) in the form of **Bank Guarantee of Rs. 5,08,500/- (Rupees Five Lakh Eight Thousand Five Hundred)** only is required by non-exempted firms and should be **valid for 225 days from the date of opening of bid** (As applicable).
- (ii) EMD should be issued in favour of **Second-In-Command (DDO), SBI Branch- Sector-1 (R.K. Puram), IFSC- SBIN0001076, Force Hqrs, Sashastra Seema Bal, East Block-VI, Sector-1, R.K. Puram, New Delhi-110066.**
- (iii) Original EMD (Earnest Money Deposit) should be deposited at **Provisioning Directorate, Force Hqrs, SSB, East Block-V, Sector-1, R. K. Puram, New Delhi-110066** before stipulated date/time of opening of bid.
- (iv) Failure to submit EMD will be treated as incomplete Bid and may lead to rejection of the bid. (As applicable)

- (v) If exemption from submission of EMD is claimed and required **valid supporting documents along with "Bid Security Declaration" as per Appendix- 'B'** are not submitted with the bid documents, the offer will be treated as un-responsive and will not be processed further.
- (vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsuccessful firms shall be returned after finalization of Tender Enquiry.

(14) Performance Security:

- (i) The successful Firm shall have to deposit a **Performance Security Deposit of 5%** of net contracted Value (total value of the contract) within 28 days. In the event of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.
- (ii) PSD in the form of Bank Guarantee should be issued in favour of **Second-In-Command (DDO), SBI Branch- Sector-1 (R.K. Puram), IFSC- SBIN0001076, Force Hqrs, Sashastra Seema Bal, East Block-VI, Sector-1, R.K. Puram, New Delhi-110066.**
- (iii) The Performance Security Deposit submitted by the supplier will remain **valid for 64 months.**
- (iv) If the Firm /Seller fails to deliver the stores in a promised period and places a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the warranty period.

(15) Payment Clause: Payment will be released by SSB, once Consignee generates the CRAC and submit the same to Prov. Dte. fulfilling the following terms and conditions: -

- (i) Successful delivery & Completion of installation of the store in the Consignee location.
- (ii) Line Committee Report (LCR) issued by consignee that all parts are functioning properly and no deviation is noticed at the time of final delivery.

(16) Make In India Certificate: The Firm/ Seller must submit Self certified "Make in India Certificate" along with Bid duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" (**Appendix-'C'**) as per Ministry of Commerce and industry, DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 and 19/07/2024.

(17) Liquidated Damages:

In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half)% of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay of part thereof until actual delivery of performance, subject to maximum deduction of 5% of total contract value, In case of inordinate delay (i.e. inexcusable delay of more than one-fourth (25%) of the total completion period shall be treated as inordinate delay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods Second Edition-2024.

(18) Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an

end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contract or at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

(19) Defect Liability Clause:

In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the firm will be liable to replace the defective store at their cost.

(20) Termination of Contract:

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-

- (i) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- (ii) The Seller is declared bankrupt or becomes insolvent.
- (iii) The delivery material is delayed due to causes of Force Majeure by more than 90 days.
- (iv) In case Performance Security is not furnished within 28 days from the date of issuing of Contract.

(21) Franking Clause:

The following Franking clause will form part of the contract placed on successful bidder:

- (i) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract".
- (ii) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".

(22) Denial Clause:

Any increase in statutory duties and/or upward rise in prices due to the PVC clause and /or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.

(23) Provisions for Debarment of Suppliers:

As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of suppliers and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding':-

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) Under the Prevention of Corruption Act, 1988, or
 - (b) The Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causing

ing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

- (ii) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- (iii) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it determines that the bidder has breached the code of integrity.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

(24) Subletting and Assignment: Subletting in any form will not be allowed.

(25) Purchaser's Rights While Granting Any Extension In Delivery Period:

In cases where only a portion of the stores ordered is tendered for inspection at the fag-end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the acceptance of tender at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag-end of the delivery period are not found acceptable after carrying out the inspection the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

(a) The purchaser has the right to recover from the firm (as specified under the Buyer Added Bid Specific A TC para (xiv) of the General conditions of Bid liquidated damages) on the stores which the contractor has failed to deliver within the delivery period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in the acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the acceptance of Tender.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender.

(d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.

(26) Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.:

As per Para 7.6.8 of Manual for Procurement of Goods-2024, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative action like rejection the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. This Department will also bring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, NSIC etc requesting them, inter alia, to take suitable strong action against such firms. This Department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel and may also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future.

(27) Patent and other industrial/intellectual property right :

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.

The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

(28) Consignees' Right of Rejection:

Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule.

(29) QRs/Specification are sacrosanct. No query / representation on QRs/Specification shall be entertained.

(30) If any firm quotes zero/abnormally low rates, that Bid will be considered as non-responsive.

(31) Firm /Seller with conflict of interest will be disqualified.

(32) If OEM also participates in the Bid, then Bid from reseller will be ignored.

(33) Resultant contract will be interpreted as per Indian contract Law.

(34) Late bids shall not be considered.

(35) No conditional offer will be considered.

(36) Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of goods second edition, 2024.

(37) Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second edition, 2024.

(38) Limitation of Liabilities will be addressed as per Manual for procurement of goods second edition, 2024 para No. 9.8.5.

(39) Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured through the instant Bid from the OEM apart from submitting authorized dealership certificates from the OEM.

(40) All queries will be entertained through GeM portal window only which will be examined by the Competent Authority & suitable reply will be sent to respective Firm. Amendment required, if any will also be issued. Other offline or online inquiries through phone & mail/e-mail or any other media will not be entertained.

(41) Additional terms & conditions will supersede corresponding General terms & conditions.

(42) Firm/Seller, which is an Original Equipment Manufacturer (OEM) of the offered store(s) / quoted product, has to submit details of its manufacturing unit as per **Appendix- "A"** along with the bid.

(43) MSE Firm has to upload 'Udyam Certificate' against "MSE Category" under Buyer Required Documents Column, otherwise GeM may not give "Purchase Preference Option".

(44) Firm /Seller has to submit **Appendix - "A to E"** and other necessary Documents / Certificates / Acceptance / Undertaking along with the bid.

(45) Any other relevant documents which firm wishes to submit.

(46) Firm/Seller have to submit Past Experience as per bid conditions mentioned in Clause-04 of Page No. 03 & 04.

- (47) Firm /Seller have to submit Past Performance as per bid conditions mentioned in Clause-09 of Page No. 04.
- (48) Firm /Seller have to submit Minimum Average Annual Turnover & OEM Average Turnover as per bid conditions mentioned in Clause- 03 & 05 of Page No 03&04.
- (49) The instant bid is governed by GeM GTC, ATC, Buyer added text based ATC, GFR-2017, Manual for procurement of Goods-2024 (Second Edition) and subsequent guidelines / orders circulated by Govt . of India time to time.
- (50) Submission of online scanned copies of unwanted / irrelevant documents / out of contest documents will not be considered to be the part of Technical Evaluation of bid. The decision of the buyer in this regard will be final and binding on the bidder/ bidding firms.
- (51) Participating firm should not have direct or indirect business relationship with any other participating firm(s) and with their proprietors, participating in the instant bid. If the same is established at later stage then suitable action will be taken against such firm as per GeM Incident Management Policy.
- (52) If the Indian suppliers of this item are not allowed to participate or compete in procurement by some foreign governments then the bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10(d) of revised Public Procurement (Preference to Make in India) Order, 2017 dated 19/07/2024.
- (53) It will be imperative on each bidder to fully acquaint himself with tender/bid documents & QR/Specification carefully and thoroughly. Online submission of tender shall be deemed to have been done after carefully study and examination of tender/bid document with understanding and its implications.
- (54) Participation by firm in this bid shall be taken as confirmation on acceptance of all terms and conditions of this bid including amendment/corrigendum thereof.

APPENDIX- "A"

DETAILS OF MANUFACTURER

(to be submitted by the firm on the company letter head)

1. GeM Bid No. & Date _____ for the supply of _____
2. Name of the firm that owns the factories (Documentary):-
- 3.

A)	Office address :-	
	Complete Address	
	City (State)	
	PIN Code	
	Telephone/Mobile No.	
	Email address	
B)	Location of Manufacturing/Factory :-	
	Complete Address	
	City (State)	
	PIN code	
	Email address	

4. In case firm don't own the factory but utilize the factory of some other firm for the fabrication / manufacture of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for:-

5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.):-

6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available):-

7. Details of investment in machinery/equipment of the plant and relevant certificates (If any to be submitted):-

8. Details and stocks or raw material held (state whether imported or indigenous) against each item:-

9. Production capacity of each item with the existing plant and machinery:

a) Normal (monthly manufacturing capacity) _____

b) Maximum (monthly manufacturing capacity) _____

10. Details of arrangements for quality control of products such as laboratory etc.

A) Details of Technical/supervisory staff in charge of production and quality control:-

B) Skilled labour employed:-

C) Unskilled labour employed:-

D) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application:-

Remarks:- I do hereby declare that all statement made mentioned above are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will stand cancelled and my all claims for the purpose forfeited.

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "B"

Bid Security Declaration

(To be submitted by the firm on the Company Letter Head)

GeM Bid No. _____ Date: _____

To,

The Director General,

Sashastra Seema Bal, East Block-V,

Sector-1, R.K. Puram,

New Delhi-110066.

Ref: Bid of _____

Sir,

I/We _____, the undersigned, solemnly declare that, we understand and that according to the conditions of this tender documents, the TE /Bid must be supported by a Bid Securing Declaration in lieu of Bid Security (EMD). I/We unconditionally accept the conditions of this bid securing declaration.

I/We understand that we shall stand automatically suspended/ disqualified from being eligible for bidding in any tender in procuring organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we,

(a) Withdraw/ modify/ amend/ impair or derogate, in any respect, from this bid, within the bid validity;

(b) or being notified within the bid validity of the acceptance of our bid by the procuring entity: -

(i) Fail or refuse to sign / execute the contract.

(ii) Or refuse to or fail to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the tender document.

I/We understand that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) The receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or

2) Forty-five days after the expiration of the bid validity or any extension to it.

Yours Faithfully,

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "C"

-

SELF DECLARATION CERTIFICATE REGARDING "MAKE IN INDIA" (MII)

In line with revised public procurement (preference to make in India)

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) Part-(4) Vol-II dated 19/07/2024]

(To be submitted by the firm on the Company Letter Head)

Tender/Bid No. _____ Dated _____

Name of Item / Store:: _____

Sub: Declaration of Minimum Local Content

I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s.....
..... **(Specify the name of the firm)** has a **local content (Indigenous)** of..... % **(specify percentage)** and this meets the local content requirement for..... **(Specify 'Class-I local supplier' / 'Class II local supplier')** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s) as applicable on the date of submission of tender.

The details of the location(s) (Factory / Manufacturing Plant Address) **at which the local value a**

addition is made, is (are) as follows:-

(iii) _____

2. _____

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "D"

Land Border Sharing Declaration

(To be submitted by the firm on the Company Letter Head)

**In compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division
Order No.F.7/10/2021-PPD(1) Dated 23.02.2023.**

Tender No. _____ Dated _____

Name of Item / Store:: _____

"I/we have read the clause pertaining to Ministry of Finance, Department of Expenditure's (Do E) Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India and

- a) I/we certify that this firm/bidder is not from such a country and eligible to be considered for this tender."

OR

- b) I/we certify that this firm/bidder is from such country, has been registered with the competent authority and fulfils all requirements in this regard and is eligible to be considered."

(Valid registration by the competent authority shall be attached)

(Strike off the portion not applicable)

Remarks:- If the above certificate given by a bidder whose bid is accepted is found to be false, this would lead to immediate termination and further legal action in accordance with Law.

(Signature of the Authorized Bidder, with Official Seal)

CHECK LIST AND ACCEPTANCE

(To be submitted by the firm on the Company Letter Head)

(Please **write Yes or No** in appropriate box and fill the answer correctly)

Sl. No.	Details	Write Yes/No (alongwith Page No.)
01	Whether Firm is MSE	
	(iii) If Yes, Udyam Certificate is uploaded against "MSE category" under buyer required docs column or not? (Note:- If not uploaded against "MSE Category", GeM may not give "Purchase Preference" option).	
	(ii) Is firm a manufacturer of offered product under the MSE Category?	
02	Whether Firm is an Original Equipment Manufacturer of the offered store (s).	
	(i) If yes, Details of Manufacturer as Appendix-"A" is submitted or not.	
03	Whether Firm is Authorized Re-seller.	
	(i) If yes, Authorization Certificate with Guarantee /warranty cover issued by OEM is submitted or not.	
04	Whether Firm is Start-up.	
	(i) If yes, Start-up certificate issued by DIPP / DPIIT is submitted or not.	
05	Earnest Money Deposit (EMD) is submitted (original) or not.	
	(i) Or submitted supporting documents for EMD waiver.	
	(ii) If documents have been submitted for EMD waiver, then mention the name and details of such documents.	
	(iii) If EMD exemption is claimed, whether firm has submitted Bid Declaration Certificate as per Appendix-"B" or not.	
06	Have you read the entire terms and conditions of the tender documents including buyer added specific terms and conditions, annexure(s), schedule(s) etc. and unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety?	
07	Do you accept option clause of Buyer Added Bid Specific Terms & Conditions (BASTC) ?	
08	Do you accept the Generic (Scope of Supply includes Training) clause of BASTC?	
09	Do you accept Scope of Supply Clause of BASTC?	

10	Do you accept Service & Support Clause of BASTC?	
11	Do you accept Inspection Clause of BASTC?	
12	Do you accept Governing QRs/TDs of BMI Machine clause of Buyer Added Specific Additional Terms & Conditions (BAS ATC)?	
13	Do you accept Repeat Order clause of BAS ATC?	
14	Do you accept Inspection clause of BAS ATC?	
15	Do you accept Experience Criteria clause of BAS ATC?	
16	Do you accept Compliance statement clause of BAS ATC?	
17	Do you accept Consignee Location clause of BAS ATC?	
18	Do you accept Warranty clause of BAS ATC?	
19	Do you accept Land Boarder clause of BAS ATC?	
20	Do you accept Lab Test Reports/Certificates clause of BAS ATC?	
21	Do you accept Availability of Service Centers clause of BAS ATC?	
22	Do you accept After Sales Services clause of BAS ATC?	
23	Do you accept Training clause of BAS ATC?	
24	Do you accept Performance Security clause of BAS ATC?	
25	Do you accept payment clause of BAS ATC?	
26	Do you accept Liquidated Damages clause of BAS ATC?	
27	Do you accept Force Majeure Clause of BAS ATC?	
28	Do you accept Defect Liability Clause of BAS ATC?	
29	Do your accept Termination of Contract clause of BAS ATC?	
30	Do you accept Franking clause of BAS ATC?	
31	Do you accept Denial clause of BAS ATC?	
32	Do you accept Provisions for Debarment of supplier's clause of BAS ATC?	
33	Do you accept Subletting and Assignment clause of BAS ATC?	
34	Do you accept Purchaser's Right clause of BAS ATC?	
35	Do you accept the restriction if cartel formation clause of BAS ATC?	
36	Do you accept Patent and other property rights clause of BAS ATC?	
37	Do you accept Consignee right of rejection clause of BAS ATC?	
38	Do you accept all terms & conditions of ATC of GeM bid?	
39	"Average Annual Turnover Certificate, Past Experience & Past Performance" issued by CA duly mentioning UDIN for minimum Average Annual Turnover of the Bidder/OEM for last 3 year is submitted or not?	

40	An Undertaking that after expiry of warranty of 05 years, they will extend service/maintenance support and spares for repairs of the equipment for next 10 years on reasonable charges as per bid conditions mentioned in Buyer Added Specific ATC at Sl. No. 11(i) is submitted or not?	
41	"List of spares" mentioned in Buyer Added Specific ATC at Sl. No. 11(i) which will be required for repair with price details is submitted or not?	
42	Copies of relevant Contracts / Supply Orders/ A/T of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 4(a) are submitted or not?	
43	Copies of Proof of execution of supply / Contract i.e. CRAC / Tax Invoice (price may be hidden) etc of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 4(d) are submitted or not?	
44	"Make in India (MII) Certificate" duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 16 / Appendix-"C" is submitted or not.	
45	"Land border Sharing Declaration" as per Appendix-"D" is submitted or not?	
46	"Check List And Acceptance" as per Appendix-'E' is checked & submitted or not?	
47	Firm's Declaration / undertaking that..... i) I/We/Firm have/has not submitted any false/forged/ manipulated/misleading document in the instant TE or in any TE in the last three years. ii) Central/State Government Organization/PSU/ Public Listed Company has not found firm's documents to be fake / misleading in the last three years. iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings. iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years. v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years. vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by SSB, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.	

Note:- All Column must be filled & paging be done in chronological order in respect of the above check list.

(Signature of the Authorized Bidder, with Official Seal)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---