

### Bid Document

Bid Details	
Bid End Date/Time	27-07-2020 21:00:00
Bid Opening Date/Time	27-07-2020 21:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence
Organisation Name	Indian Army
Office Name	*****
Total Quantity	7310
Item Category	hand held search light ( <b>PAC Only</b> )
Bidder Turnover (Last 3 Years)	125 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	50 %
Bid to RA enabled	No
Inspection Required	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	DGQA

### EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	2.00
EMD Amount	499858

#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	7.00
Duration of ePBG required (Months).	12

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Captain

22 Engineer Regiment, Department of Defence, Indian Army, Ministry of Defence 8082203611  
(Himanshu Mishra)

#### Splitting

Bid splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of years as indicated in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one year) to be submitted along with bid in support of quantity supplied in the relevant year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Hand Held Search Light ( 7310 pieces ) ( Under PAC )

Make	havells
Model	havellssolazen3.2-wattrechargeablesolarpirmoti onsensorledlight(off-white)published

## Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
GENERIC	<b>Type of lamp</b>	LED	LED
	Battery capacity (AH)	3.2	*
CONSTRUCTIONAL	<b>Dia of search light (mm)</b>	50 to 75	50 to 75
	<b>Wattage of lamp (Watt)</b>	3	3
	<b>Color temperature (Degree K)</b>	4000 to 4500 deg K for Haledon	4000 to 4500 deg K for Haledon
	Beam angle selection	Wide	*
	Range of Narrow beam angle (Degree) and Range of wide beam angle (Degree)	up to 4 deg	*
	Type of front glass	Toughened, scratch resistant	*
	One hand operated switch	Yes	*
	Built-in battery charger	Yes	*
	<b>Type of battery</b>	Lithium ion	Lithium ion
	Battery Voltage (Volts)	3.2	*
	Provision of Lanyard/ strap	Yes	*
	Rugged, impact and water resistant material of housing	Yes	*
	<b>Type of housing material</b>	ABS	ABS
	Accessories such as Battery charger with cable for External type Charging cable for inbuilt type	Yes	*
	Gross weight of Hand Held Search with battery (grams)	1.8 kg (max.,) with Li-ion battery	*
	<b>Warranty for HHSL (in years)</b>	6 Months (SMF Lead acid battery)	6 Months (SMF Lead acid battery)
	HHSL system with battery shall pass the	Yes	*

	drop test from 1 mtr., height		
FUNCTIONAL	Light output of search light (LUX at 100 metres))	50	*
	Effective distance of search light (Metre)	> / = 8 metres	*
	Lamp dimming	Continuous	*
	<b>Continuous search light operation time at maximum lumen output (Hours)</b>	FOR HALOGEN > / = 1 HR. ,	FOR HALOGEN > / = 1 HR. ,
	Battery charging time (Hours)	5	*
	Operating Temperature range (Degree C)	-20 deg C to +55 deg c	*
	Operating relative humidity range (%)	RH 95% at 40 deg.c	*
	Lamp life (Hours)	5	*
CERTIFICATIONS	Availability of Type test report from Central government/NABL/ILAC accredited laboratory to prove conformity to the specification	Yes	*
	Test report number	HAVELLS123	*
	Date of test report	HAVELLS123	*
	Name and address of laboratory	HAVELLS INDIA	*
PROTECTION	Protection against reverse polarity	Yes	*
	Protection from battery over-discharge	Yes	*
	Protection from battery over-charge	Yes	*
	Short circuit protection	Yes	*
	IP designation for Ingress protection	IP 65	*

\* Specifications highlighted in bold are the Golden Parameters.

\* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement ( allowed Values) by the Buyer.

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****BARAMULLA	7310	60

## Bid Specific Additional Terms and Conditions

1. 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.
2. **Warranty** The following Warranty clause will form part of the contract placed on successful Bidder :-
  - (a) The Seller warrants that the goods supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India (the warranty period of the item is as given in the Defence Food Specification attached from the date of acceptance of stores).
  - (b) The Seller warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food Specification attached) from the date of acceptance of stores, that the goods/ stores supplied under the contract shall be free from all types of defects.
  - (c) Once the stocks are accepted by the verdict of CFL/ FIU, stocks are dispatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, the supplier will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.
  - (d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as "Failed to Perform within Warranty Period". In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), in New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as specified in the succeeding paras within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been

made without committing Govt in any way nor will such decision prejudice the Govt rights. (e) Claims shall be prepared by the supply depots for the cost of affected quantity including GST and all incidental charges including transportation charges if any, and other incidental charges if any through CDP (APO). The stocks shall be segregated at the supply depot. The supplier is given two options in this eventuality. Option 1- Supplier will make good the loss amounting the claim prepared by the concerned supply depot by depositing the money to PCDA (Delhi) within 30 days of intimation sent by APO to the supplier and supplier shall lift the stock (only once supplier has made the payment to PCDA(Delhi)) from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a board of officers. It shall be the sole responsibility of the supplier to lift such stocks declared failed to perform within warranty in the stipulated time. Option 2- the Seller shall replace the same free of charge, within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which the stores will be destroyed in situ at SELLER's risk and cost by a station board of officers. No DP extensions for the purpose is required and consequently the firm will have to furnish a fresh validity of PBG submitted, at APO. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. The supplier will transport fit stocks to the supply depot where the affected stocks are held by his own cost and expense.

(f) The seller will intimate the buyer within 10 days of intimation dispatched by APO wrt the defect in such an event, the option he is willing to adopt along with the documents as under :-

(i) If the seller is willing for option 1, the intimation letter will also accompany the proof of the deposition of the claimable amount at PCDA Delhi.

(ii) If the seller is willing for option 2, the intimation letter will include the extension of the PBG for a corresponding period as per the warranty period mentioned in the DFS.

(g) In case, the seller fails to make good the loss or replace the affected stocks as desired, after the stipulated time period of 45 days, such stocks will be destroyed in situ. Appropriate legal action will be initiated against the supplier there after. Supplier cannot claim on the destruction of such stocks irrespective of the outcome of the legal action.

(h) Such stocks which are stored in forward depots/ units from where it cannot be retrieved for handing over to suppliers shall be destroyed by board of officers.

(j) The declaration by the Buyer or any officer acting on his behalf communicated to the SUPPLIER in writing that a particular consignment has been condemned will be taken by the SUPPLIER as the conclusive evidence of the proper communication of that consignment provided that such communication is issued by the Buyer within 45 days of the expiry of the warranty period. Nothing herein contain shall prejudice any other right of the BUYER in that behalf under this contract or otherwise.

(k) Warranty in case of any preponement of supplies at the request of the supplier will be valid as per the original Delivery Period. A confirmation for the same will be issued in writing by the supplier.

(l) The Supplier will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by the Buyer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay the remaining balance due to the government on demand. In respect of contracts providing for an execution by the Supplier of guarantee regarding maintenance of the wholesomeness of stores supplied, the performance security deposit or such portion thereof as may be decided by the Buyer may be withheld till the expiry of the warranty period relating to final supplies.

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

4. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

5. Bidders shall quote only those products in the bid which are not obsolete in the market and

has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. **Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.
7. **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 / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
8. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
9. **Packing Material** The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.
10. **Pre-Dispatch Inspection** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder :-
  - (a) The CFL/ its representatives will carry out Pre-Despatch Inspection (PDI) of the stores in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and CFL/ its representatives will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request).
  - (b) The Seller shall provide all reasonable facilities, access and assistance to the CFL/ its representative for safety and convenience in the performance of their duties.
  - (c) After completion of inspection the dispatch will be carried out under the supervision of CFL dispatch team, as per priority given in DI issued by the Directorate General Supplies and Transport, Integrated Headquarters of Ministry of Defence (Army).
11. **Shelf Life** The supplier shall declare the shelf life/best before use for a minimum period equal to the warranty period as given in the DFS for the item. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
12. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: One additional set of batteries with each piece.
13. **Scope of supply (Bid price to include all cost components) :** Only supply of Goods
14. **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.

15. 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.
16. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
17. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
18. 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 10 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.
19. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid

[This Bid is also governed by the General Terms and Conditions](#)

**---Thank You---**