



## **Bid Document**

Bid Details			
Bid End Date/Time	07-08-2021 18:00:00		
Bid Opening Date/Time	07-08-2021 18:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	30 (Days)		
Ministry/State Name	Rajasthan		
Department Name	Rajasthan Revenue Board		
Organisation Name	N/a		
Office Name	District Election Officer Bhilwara		
Total Quantity 2			
Item Category fire proximity suit			
Years of Past Experience required 1 Year (s)			
MSE Exemption for Years of Experience and Turnover			
Startup Exemption for Years of Experience and Turnover			
Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *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 to the buyer		
Bid to RA enabled	Yes		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Evaluation Method	Total value wise evaluation		
	,		

## **EMD Detail**

		1
Required	No	
110401100	1.10	1

# ePBG Detail

Required	No	
Required	110	

# **Splitting**

Bid splitting not applied.

#### **MSE Purchase Preference**

#### **MII Purchase Preference**

MII Purchase Preference	No

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 Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

## Fire Proximity Suit (2 pieces)

Drand Tuna	Decistored Drand
Brand Type	Registered Brand

#### **Technical Specifications**

# \* As per GeM Category Specification

Specification Specification Name		Bid Requirement (Allowed Values)	
Genric	Conformity to EN Standard	fire proximity suit coat trouser to en 469 2005 fireman helmet to en 443 2008 type b fireman gloves to en 659 2008 fireman boots to en 15090 2012 and antiflash hood to en 13911 2004 also with ce marking for all items	
	Item Descriptions	complete set cosisting fire proximity suit coat trouser fireman helmet type b fireman gloves fireman boots antiflash hood	

#### Additional Specification Parameters - Fire Proximity Suit ( 2 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
SAMPLE AND LEST REPORT	DURING TECHNICAL EVALUATION FIRM HAVE TO PRODUCE A SAMPLE OF FIRE SUIT AND TEST REPORTS WITHOUT ANY COST

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

## **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Gaurav Somani	311001,DISTRICT ELECTION OFFICER COLLECTORATE BHILWARA	2	15

# **Buyer Added Bid Specific Additional Terms and Conditions**

- 1. **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.
- 2. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 4. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 5. 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 1 year 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.
- 6. 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.

#### 7. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- 8. 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: STANDARD ITEMS.
- 9. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  - 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  - 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 10. The seller is required to print logo as per buyer's requirement.
- 11. **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.
- 12. 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.
- 13. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- 14. 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)
- 15. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 16. 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.
- 17. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 18. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 19. 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.
- 20. 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 3 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-imberse the cost of such service / rectification to the Buyer.
- 21. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 22. 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.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

# This Bid is also governed by the General Terms and Conditions

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.

---Thank You---