



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5706834 Dated/दिनांक : 10-01-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-01-2025 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	31-01-2025 17:30:00	
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 Finance	
Department Name/विभाग का नाम	Department Of Financial Services	
Organisation Name/संगठन का नाम	National Bank For Agriculture And Ruraldevelopment	
Office Name/कार्यालय का नाम	Bird Mangaluru	
Total Quantity/कुल मात्रा	1	
ltem Category/मद केटेगरी	Power Generator - DG Set (up to 900 KVA) (Q2) ( PAC Only )	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	65 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/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 छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्ट प्राप्त है	Yes	

Bid Details/बिड विवरण		
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), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), 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 by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Past Performance/विगत प्रदर्शन	80 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	85600

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने).	36

(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 दस्तावेज प्रस्तुत करने है। 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 :

Joint Director

BIRD Mangaluru, Department of Financial Services, National Bank for Agriculture and RuralDevelopment, Ministry of Finance (loint Director)

#### **UIN Number NCTGC2415P**

#### **Details of the Competent Authority approval for PAC**

Competent Authority Approval document for PAC : View Document

Name of Competent Authority	V S Balasubramanian	
Designation of Competent Authority	Joint Director	
Office / Department / Division of Competent Authority	BIRD Mangaluru	
CA Approval Number	Nil	
Competent Authority Approval Date	2024-12-12 00:00:00	
Brief Description of the Approval Granted by Competent Authority	Approval accorded for procurement of 160 KVA Kirloskar made DG Set under buy back mode	

- 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 {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 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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or

similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
1 /U-U1-/U/3 13:UU:UU	Bankers Institute of Rural Development, Krishnanagar, Bondel, Mangaluru- 575008 Dakshin Kannada Karnataka	

### Power Generator - DG Set (up To 900 KVA) ( 1 pieces ) ( Under PAC )

Make	koelgreenelectro
Model	kirloskargreenbranddgset160kva

### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Power Generator INSTALLATION CONFIGURATIONS	Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	Nominal Rated Capacity (kVA)	160
	No of Phase (Single Phase-3-5kVA) (Single Phase or Three Phase-5 & 7-5, 10,15, 20, 25, 30 & 40 kVA) (Three Phase-50 to 900 kVA)	Three Phase
ENGINE Rated Engine Power (kWm)		110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxilary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficience Or higher
	Type of Engine cooling	Liquid Cooled
	Type of governer	Electronic Or higher
	Number of cylinders (nos)	6
	Rated RPM of Engine (RPM)	1500
	Fuel	High Speed Diesel (HSD)
	Starting voltage (volt)	12

Specification Name/विशिष्टि का नाम		Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य		
GOVERNING CLASS	"Maximum Change of Speed as a Percentage of Rated Speed on suddenly taking-off the rated load(Transient) "	15		
	"Maximum Recovery Time in Seconds on suddenly taking-off the rated load(Transient) "	15.0 (second)		
ALTERNATOR	Alternator Voltage Rating	415.0 <b>(Volt)</b>		
	Efficiency at rated Power factor at 75% of full Load	91.16 - 100.0 Or higher (percent)		
	Conformity to Indian Standard (for Alternator)	Generally conforming to IS:13364 (Part-2) latest (Above 20 KVA)		
	Voltage Regulation Grade	VG 3 Or higher		
	Alternator IP Rating	IP 23 Or higher		
CONTROL PANEL	Control Panel	AMF Control Panel		
	Control Panel Location	Inside the canopy, Outside the Canopy		
	IP Rating of Control Panel	IP 53, IP 54, IP 55 Or higher		
	Audio Alarm	Low Lube oil pressure, High water / coolant / cylinder head temperature, Low fuel level, Over speed		
ACOUSTIC	Sheet Thickness(mm)	1.6, 1.8, 2 Or higher		
ENCLOSURE	Thickness of insulation	25.0 - 120.0 Or higher (millimeter)		
	Density of insulation (kg/cubic m)	40.0 - 100.0 Or higher		
	Noise level at 1 meter (dB)	75		
Fuel Tank	Fuel Tank Capacity	200.0 (liter)		
	Number of Fuel tank	1		
	Fuel Tank Sheet Material Thickness(mm)	2, 3 Or higher		
	Fuel Tank Features	Fuel Tank capacity is sufficient for 8 hrs of running at full load		
BATTERY	Battery Type & Specification	"Low Maintenance free to IS: 14257 for high cranking performance"		
	Battery capacity (Ah)	130		
	No of batteries	1		
SALIENT FEATURES	Salient Features of Power Generator	Glass window on Accoustic Enclosure in front of the Control Panel, Emergency Stop outside the Accoust Enclosure		
TRAILER	Trailer	NA for Fixed/Skid Mounted Power Generator		
	Pay load of the Trailer	0, 500, 1000, 2000 Or higher <b>(kilogram)</b>		
	Number of Axlels	0		

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Number of wheels	'NA' for without trailer	
Wheel Tyre size		0.0 (inch)	
	Brakes	NA for Fixed/Skid Mounted Power Generator, Hydraulic, Electrical Or higher	
Trailer Complying to CMVR act and Regulation		NA for Fixed/Skid Mounted Power Generator	
	Salient Features of trailer	NA	
SCOPE OF INSTALLATION	Installation	with installation - inclusive in the scope of supply Or higher	
	Above Scope of installation for Diesel Generating Set when offered by the vendor has been seen, read, understood and agreed to comply	Yes	
WARRANTY/SERVICE S Warranty on Complete power genertor/DG Set  Warranty in running hours		24, 36 Or higher (month)	
		5000.0 - 5000.0 Or higher <b>(hour)</b>	
	Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibilty)*	2	
TEST REPORTS	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificates required as per CPCB	
	Test report Available for (Test/approval)	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications	
	Agree to provide all relevant documents Test Report/supporting document /reports etc to the buyer at the time of bidding or on demand	YES	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Priya S Kalgutkar	575008,KRISHNA NAGAR ROAD, BONDEL	1	45

### **Buyback Detail**

Item Name	Kirloskar make DG set	
Item Description	DG Set	
Serial No.	44.3501/0600238	
Model	KG82.5WS	
Brand	Kirloskar	
Year of Manufacturing	2006	
Purchase On	2015-10-27	
Age		
Size	1	
Rating		
Quantity	1	
Unit	82.5 KVA	
Remark	Maintained in Very Good condition	
Uploaded Image	View Uploaded Image	

### Disclaimer/अस्वीकरण

The vendor will be responsible for the un-installation of Buyback items.

### **Buyer added Bid Specific Additional Scope of Work**

<b>S.No.</b> क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Buy back View	Buy back details of old product	Power Generator - DG Set (up To 900 KVA)(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# Buyer Added Bid Specific Terms and Conditions/क्रत द्वार

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 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.

#### 2. Generic

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

BANKERS INSTITUTE OF RURAL DEVELOPMENT (BIRD) KRISHNA NAGAR BONDEL MANGALURU KARNATAKA- 575008

#### 3. Generic

**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. 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 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 5. 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 %.

#### 6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

### 7. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

### 8. Generic

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.

#### 9. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 10. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 11. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 12. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

### 13. Generic

IT equipment shall be IPv6 ready from day one.

#### 14 Generic

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.

#### 15. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 16. Generic

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

1 , Place for Training BIRD MANGALURU and Duration of training 1 days.

#### 17. Generic

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

5 YEARS

Shelf Life. On the date of supply, minimum

5

usable shelf life should be available / balance.

#### 18. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 19. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

#### **ALL PARTS**

### 20. Generic

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:

YES

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### 21. Generic

- 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.

### 22. 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.

#### 23. Generic

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.

#### 24. **OEM**

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.

### 25. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

### 26. Service & Support

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

### 27. Service & Support

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

### 28. 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):

#### ANY AGENCY AUTHORISED BY BIRD MANGALURU

Post Receipt Inspection at consignee site before acceptance of stores: ANY AGENCY AUTHORISED BY BIRD MANGALURU

### 29. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

### 30. Inspection

**Testing of Sample:** The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

### 31. 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.

### 32. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 33. Certificates

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.

#### 34. Certificates

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.

### 35. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

### AS MENTIONED IN ATC

# 36. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 3 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

### **INCLUDED**

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

### 37. Warranty

Warranty period of the supplied products shall be as given in specifications 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.

### 38. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

#### **ALL PARTS**

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

### 39. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

### 40. 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 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 reimberse the cost of such service / rectification to the Buyer.

### 41. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

- 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC									
S.no	Cost of Fresh Good (A)	NY CAHAR AT	on Eroch	COSL OI	items (E)	on Buyback item (F) as applicable at the time of invoice by	Quote of the Bidder (G= {A+C- D})		
1	100	28	28	20	8	1.6	108		
2	100	9	9	20	8	1.6	89		
3	110	10	11	24	8	1.92	97		
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted									

price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered

items as well as buy back items separately after award of contract through email to the government buyer/consignee.

- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
  - 1. Consignee wise
  - 2. Item Description
  - 3. Serial Number
  - 4. Model
  - 5. Brand
  - 6. Year of manufacturing
  - 7. Purchased on
  - 8. Age
  - 9. Size, Rating, Designation
  - 10. Quantity
  - 11. Min price (Optional)
  - 12. Unit
  - 13. Working Guidelines (/Functional/Non-Functional)
  - 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
- 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

### 42. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one

of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 43. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 44. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Account No.

NABADMN22

IFSC Code

NBRD0000002

Bank Name

NABARD

Branch address

**HEAD OFFICE MUMBAI** 

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 45. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Account No.

NABADMN22

IFSC Code

NBRD000002

Bank Name

**NABARD** 

Branch address

**HEAD OFFICE MUMBAI** 

. Successful Bidder to indicate Contract number and name of Seller entity in the

transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### 46. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. All the prospective bidders have to mandatorily submit the signed Integrit y Pact on Rs. 200 non-judicial stamp paper.
- 2. The date of stamp paper/ e-stamp paper should be after bid publishing date and on or before the bid end date.
- 3. The bidder has to ensure that the hard copy of the signed Integrity Pact re aches to BIRD Managluru on or before opening of the technical BID.
- 4. Non-submission of Integrity Pact will lead to rejection of bid and any representation of bidder in this regard will not be entertained.
- 5. The bidder must submit the Manufacturer Authorization Form/OEM Certific ate -Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details suc h as name, designation, address, e-mail Id and Phone No. required to be furnishe d along with the bid. The MAF/ OEM Certificate must be issued buy the OEM in fav our of Joint Director, BIRD Managlauru and must be BID specific (BID No. must be mentioned in MAF/OEM Certificate). Non-submission/ Inadequate information in MAF/OEM certificate may lead to technical disqualification of the bid.
- 6. Inspection of product will be carried out by Inspection Authority/ Agencies pre-registered with GEM for the purpose and the cost, if any, will be borne by the seller.

## 47. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are

- available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---