

### Bid Document

| <b>Bid Details</b>   |   |
|--|---|
| <b>Bid End Date/Time</b>   | 28-03-2022 11:00:00   |
| <b>Bid Opening Date/Time</b>   | 28-03-2022 11:30:00   |
| <b>Bid Life Cycle (From Publish Date)</b>                                    | 90 (Days)   |
| <b>Bid Offer Validity (From End Date)</b>                                    | 30 (Days)   |
| <b>Ministry/State Name</b>   | Ministry Of Finance   |
| <b>Department Name</b>   | Department Of Financial Services  |
| <b>Organisation Name</b>   | National Bank For Agriculture And Ruraldevelopment  |
| <b>Office Name</b>   | Nabard Bihar Ro Patna   |
| <b>Total Quantity</b>  | 85  |
| <b>Item Category</b>   | Potable water purification system Reverse Osmosis or UV based (Q3) ( <b>PAC Only</b> )  |
| <b>Minimum Average Annual Turnover of the Bidder</b>                         | 3 Lakh (s)  |
| <b>OEM Average Turnover (Last 3 Years)</b>                                   | 29 Lakh (s)   |
| <b>Years of Past Experience required</b>                                     | 3 Year (s)  |
| <b>MSE Exemption for Years of Experience and Turnover</b>                    | No  |
| <b>Startup Exemption for Years of Experience and Turnover</b>                | No  |
| <b>Document required from seller</b>   | 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<br>*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 |
| <b>Past Performance</b>  | 80 %  |
| <b>Bid to RA enabled</b>   | No  |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days  |
| <b>Evaluation Method</b>   | Total value wise evaluation   |

#### EMD Detail

|  |  |
|--|--|
|  |  |
|--|--|

|                   |               |
|-------------------|---------------|
| Advisory Bank     | AXIS BANK LTD |
| EMD Percentage(%) | 5.00          |
| EMD Amount        | 36121         |

#### ePBG Detail

|                                     |               |
|-------------------------------------|---------------|
| Advisory Bank                       | AXIS BANK LTD |
| ePBG Percentage(%)                  | 5.00          |
| Duration of ePBG required (Months). | 24            |

(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:

Manager  
NABARD BIHAR RO PATNA, Department of Financial Services, National Bank for Agriculture and Rural Development, Ministry of Finance  
(Kameshwar Singh)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

|                         |     |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

#### MSE Purchase Preference

|                         |     |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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

Competent Authority Approval document for PAC : [View Document](#)

|   |                     |
|---|---------------------|
| Name of Competent Authority                           | Amitabh Mohan       |
| Designation of Competent Authority                    | Dy General Manager  |
| Office / Department / Division of Competent Authority | NABARD RO BIHAR     |
| CA Approval Number                                    |                     |
| Competent Authority Approval Date                     | 2022-03-17 00:00:00 |

Brief Description of the Approval Granted by Competent Authority

The competent authority has approved the proposal to purchase 85 Qty of Kent RO (Make) Ultra Stogae UV (Model) of UV+UF Water Purifying technology

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {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.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
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 / Public Listed Company. 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.

**Potable Water Purification System Reverse Osmosis Or UV Based ( 85 pieces ) ( Under PAC )**

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Make

kent

|       |                  |
|-------|------------------|
| Model | kentultrastorage |
|-------|------------------|

|            |                  |
|------------|------------------|
| Brand Type | Registered Brand |
|------------|------------------|

### Technical Specifications

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

| Specification                    | Specification Name   | Bid Requirement (Allowed Values)  |
|----------------------------------|--|---|
| Standards                        | <b>Certification for the product</b>   | CE  |
|                                  | <b>Manufacturers Quality System Certifications</b>   | ISO 9001:2015   |
|                                  | <b>Manufacturers Environment Management System Certifications</b>  | ISO 14001:2004  |
|                                  | <b>Manufacturers Health and Safety Management System Certifications</b>                                      | ISO 18001:2007  |
| Performance Parameters           | <b>Maximum Input Water TDS allowed to the system</b>   | 1000  |
|                                  | <b>Type of water purification technology</b>   | UV+UF   |
|                                  | <b>Operation</b>   | Fully automatic with auto cut off   |
|                                  | <b>Ultraviolet (UV) LAMP</b>   | Yes   |
|                                  | <b>Conformity to Standard for Ultraviolet system</b>   | IS 14724 (latest) for water purification system with Ultraviolet disinfection |
|                                  | <b>Recovery at 27 degree Centigrade</b>  | 25-35   |
|                                  | <b>Filtration Capacity in liter/ hour</b>  | 50  |
|                                  | <b>Provision of Arsenic removal</b>  | Yes   |
|                                  | <b>Provision of Floride removal</b>  | Yes   |
|                                  | <b>Provision of Chloride removal</b>   | Yes   |
|                                  | <b>Alkaline filter</b>   | No  |
|                                  | <b>Storage tank</b>  | Inbuilt   |
|                                  | <b>Type of out put water Storage Tank</b>  | ABS Food Grade  |
|                                  | <b>Storage Tank Capacity (storage tank external for higher capacity if required to be arranged by buyer)</b> | 8ltr  |
|                                  | <b>Minimum inlet pressure</b>  | 0.3 KG/CM2  |
| <b>Maximum inlet temperature</b> | 35 DEGREE  |   |
| <b>Digital display</b>           | No   |   |

| Specification            | Specification Name   | Bid Requirement (Allowed Values) |
|--------------------------|--|----------------------------------|
|                          | <b>Real time TDS display</b>   | No                               |
|                          | <b>Real time pH Display</b>  | No                               |
|                          | <b>High pressure pump</b>  | Yes                              |
|                          | <b>Raw water/Chemical Raw water/Chemical Cleaning PUMP</b>   | No                               |
|                          | <b>Micron Filter</b>   | Yes                              |
|                          | <b>Total Dissolved Solids Removal Percentage from RO Membrane</b>                                    | 90%                              |
|                          | <b>Particulate Filter Porosity</b>   | 5 micron                         |
|                          | <b>Pressure vessel Sand Filter</b>   | No                               |
|                          | <b>Pressure vessel carbon Filter</b>   | No                               |
|                          | <b>Pressure Vessel Dual Media Filter</b>   | No                               |
|                          | <b>Membrane Housing</b>  | Yes                              |
|                          | <b>Body of filter</b>  | ABS Food grade                   |
|                          | <b>Auto cut</b>  | Yes                              |
|                          | <b>Number of candles</b>   | 2                                |
|                          | <b>Power supply</b>  | 230 Volt single phase            |
|                          | <b>Installation Type</b>   | Wall mounted                     |
| Miscellaneous Parameters | <b>Warranty in years including replacement of filters Sediment &amp; carbon twice a year)</b>        | 1                                |
|                          | <b>Warranty in years free replacement of machine</b>   | NA                               |
|                          | <b>Antiscalant- where silica is up to 10 ppm/where Mica is up to 100 ppm</b>                         | Yes                              |
|                          | <b>Availability of type test Test REPORT for Filtering Size of micron Particles</b>                  | Yes                              |
|                          | <b>Availability of test report from Govt/NABL/ilac Lab (Design Evaluation Report as per IS:14724</b> | Yes                              |
|                          | <b>Availability of toll free centers for customer support</b>  | Yes                              |
|                          | <b>Installation and Commissioning inclusive in the scope of Supply*</b>                              | Yes                              |

| Specification | Specification Name  | Bid Requirement (Allowed Values)                                 |
|---------------|---|--|
|               | <b>Availability of NABL Accredited Laboratory Facility with OEM</b>                 | Yes  |
|               | <b>Inlet Pipe &amp; Fitting from raw water sources to water purification system</b> | suitable pipe and fitting to be provided by seller up to 15 feet |
|               | <b>Pipe &amp; Fitting from Out let to purified water tank</b>                       | To be arranged by seller (upto 15ft)                             |

**Additional Specification Parameters - Potable Water Purification System Reverse Osmosis Or UV Based ( 85 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values)   |
|------------------------------|--|
| Installation                 | Uninstallation of existing Water Purifier and Installation of new purifier in 85 residential quarters at five different locations in Patna |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address  | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1     | Kameshwar Singh             | 800001, Maurya Lok Complex, Block "B", 4th and 5th Floor, Dak Bungalow Road, Patna | 85       | 15            |

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

| S.No. | Document Title                   | Description                         | Applicable i.r.o. Items   |
|-------|----------------------------------|-------------------------------------|---|
| 1     | Buy Back<br><a href="#">View</a> | Buy Back of existing water purifier | Potable Water Purification System Reverse Osmosis Or UV Based(85) |

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**

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address LOCATION NO. 1: NABARD SADAN EXHIBITION ROAD NEAR HOTEL REPUBLIC PATNA-800001 LOCATION NO. 2: NABARD VIHAR PUNAICHAK PATNA-800023 LOCATION NO. 3: NABARD STAFF QUARTERS KHAJPURA PATNA LOCATION NO. 4: NABARD OFFICERS QUARTERS JAGAT APARTMENT BANK ROAD PATNA LOCATION NO. 5: NABARD REGIONAL OFFICE B BLOCK MAURYALOK COMPLEX PATNA .

2. **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.

3. **Generic**

Bidders shall quote only those products 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.

4. **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 %.

5. **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.

6. **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.

7. **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.

8. **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 / 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.

9. **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.

10. **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.

11. **Generic**

IT equipment shall be IPv6 ready from day one.

12. **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.

13. **Generic**

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

14. **Generic**

**Shelf Life:** The Product to be supplied must have minimum 7 YEARS Shelf Life. On the date of supply, minimum 5 usable shelf life should be available / balance.

15. **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.

16. **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.

17. **Generic**

The seller is required to print logo as per buyer's requirement.

18. **Generic**

**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.

19. **Generic**

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

20. **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.

**21. 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.

**22. 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.

**23. Turnover**

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

**24. Turnover**

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

**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. Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service

for next 3 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement ( covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

**29. 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 15 % 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 Quarterly 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 NOT MORE THAN 15% (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

**30. 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.

**31. 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)

**32. 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.

**33. 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 re-imburse the cost of such service / rectification to the Buyer.

**34. 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. NABADMN25 IFSC Code NBRD000002 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.

### 35. **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. NABADMN25 IFSC Code NBRD00002 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.

### 36. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

### 37. **Past Project Experience**

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.

### 38. **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

### 39. **Purchase Preference (State)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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.

### 40. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 5 % of margin of purchase preference /price band defined in relevant policy,

such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 5% of total value as defined/ decided in relevant policy.

#### 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  | Cost of Fresh Good (A) | %age of GST on Fresh Good as considered by seller at the time of quote (B). | GST Amount on Fresh Good (C) | Cost of Buyback item (D) | %age of GST on Buyback items (E) as fixed by buyer in the bid | GST Amount on Buyback item (F) as applicable at the time of invoice by buyer | 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.

## 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---**