



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5508258  
Dated/दिनांक : 17-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-11-2024 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-11-2024 21:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	National Forensic Sciences University
Office Name/कार्यालय का नाम	382007
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Explosives / Narcotics Trace Detector (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	100 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
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),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

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	60 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	50000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(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 :**

Campus Director  
WALMI Campus, Near High Court, Belur Industrial Area, Dharwad-11

(Campus Director, National Forensic Sciences University Dharwad Campus)

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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### Details of the Competent Authority for MII

Name of Competent Authority	Sher Bahudur
Designation of Competent Authority	Under Secretary (Procurement Policy)
Office / Department / Division of Competent Authority	Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India
CA Approval Number	No.F .4/1/2023-PPD(pt.)
Competent Authority Approval Date	28-06-2024
Brief Description of the Approval Granted by Competent Authority	Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices -reg

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is

not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% 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.

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

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

## Explosives / Narcotics Trace Detector ( 1 pieces )

### 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
TYPE / PERFORMANCE / SAFETY	<b>Type</b>	Handheld
	<b>Technology</b>	Raman Spectroscopy
	<b>Detector Source - RadiationType</b>	Non-Radioactive
	<b>Detection modes</b>	Narcotics, Both Explosives & Narcotics
	<b>Sample collection/Acquisition</b>	Point and Shoot
	<b>Each Sample collector uniquely bar coded</b>	Yes, No
	<b>Number of Sample Collectors such as Swipe-Cards/Detector Cards/Surface Wipes/Sampling Swabs/Traps/Paper supplied</b>	200, 400, 600, 800, 1000, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Types of Explosives Detected</b>	Nitroaromatics (TNT, TNB, DNT, DNB, Tetryl), Nitramines (Pyrodex / Triple 8, Gunpowder, Nitroglycerin), Nitrate Esters (HMX, RDX, PETN, SEMTEX, EGDN, C4, NG, Smokeless Powders), Inorganic Nitrates (Ammonium Nitrate, Urea Nitrate, Potassium Nitrate), Chlorates (Sodium Chlorate, Potassium Chlorate), Peroxides (TATP, HMTD), Perchlorates
	<b>Types of Drugs /Narcotics Detected</b>	Methamphetamine, Cocaine, THC- Marijuana, Opiates, Synthetic Cannabinoids, Ketamine, Heroin
	<b>Analysis / Detection time</b>	10 Or lower <b>(second)</b>
	<b>Warm-up Time (Cold start) (Maximum)</b>	0.25, 1, 5, 10, 20, 30 <b>(minute)</b>
	<b>Bakeout Time/ Time between Two Successive Tests(MINUTES)</b>	< 1, < 5, < 15, < 30
	<b>IP Protection</b>	IP 67, IP 68
	<b>Radiation Hazard during Testing</b>	Yes, No
	<b>Availability of Radiation Safe Certificate</b>	Yes, NA
DISPLAY / STORAGE / CONNECTIVITY	<b>Type of Display</b>	COLOR TFT, Tochsreen LCD
	<b>Test result printing</b>	Through external printer
	<b>If inbuilt printer, Type of printer</b>	Thermal printer, Dot matrix, Laser b/w, Inkjet b/w, Color laser, Color inkjet, N/A
	<b>Date / time Stamp in Entries</b>	Yes
GENERIC	<b>Weight</b>	< 250 g (for Handheld), < 500 g (for Handheld), < 1000 g (for Handheld), < 2000 g (for Handheld), < 30 kg (for Benchtop)
OPERATING CONDITION	<b>Minimum Operating temperature</b>	-10, -20 Or lower <b>(degree Celsius)</b>
	<b>Maximum Operating temperature</b>	50, 60, 70 Or higher <b>(degree Celsius)</b>
	<b>Operating humidity at 40 deg C</b>	90.0 <b>(percent)</b>
WARRANTY	<b>Warranty</b>	3.0, 1.0, 2.0 <b>(year)</b>
CERTIFICATION	<b>Conformity to Dust test as per:</b>	MIL-STD-810 F, MIL-STD-810 G, NA
	<b>Conformity to Vibration test as per:</b>	MIL-STD-810 F, MIL-STD-810 G, NA
	<b>Conformity to Shock test as per:</b>	MIL-STD-810 F, MIL-STD-810 G, NA

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Conformity to Water Intrusion test as per:	MIL-STD-810 F, MIL-STD-810 G, NA
	Conformity to Conformity to Salt test as per:	MIL-STD-810 F, MIL-STD-810 G, NA
	Conformity to Rain test as per:	MIL-STD-810 F, MIL-STD-810 G, NA
	Conformity to Altitude test as per:	MIL-STD-810 F, MIL-STD-810 G, NA
	Availability of Test Reports from Central Govt/ NABL/ILAC accredited lab to prove conformity to the Specifications	Yes, No

**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	Rajesh.C	580011,Dharwad Campus National Forensic Sciences University C/O Water & Land Management Institute,NH-4, Belur Industrial Area, Dharwad Karnataka -580011	1	30

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**TEXT BASED ATC TERMS & CONDITIONS**

- Bidding may be submitted only by the 'Original Equipment Manufacturer' or their 'Authorized Dealers/resellers'.
- Non-compliance of the tender terms, non-submission of required documents, lack of Clarity of the specifications, contradiction between the bidder specification and Supporting documents etc. may lead to rejection of the bid.
- It is required that all bidders comply with the technical specifications, including any additional specifications. Accordingly, the submission of the Technical Specification Com

pliance, as outlined in the attached Annexure, is mandatory. Failure to submit this documentation will result in the rejection of the bid from the technical evaluation process, and no representations concerning this matter will be entertained. The University reserves all rights in this regard.

4. Additional Specification Parameters, if any Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.
5. The bidders are required to submit documents duly signed by the authorized representative of the Firm / Company shall invariably be submitted/uploaded by the bidder(s) along with the bid for evaluation of the offer: the documents are attached in the "buyer added bid specific ATC"
6. Please Ensure to specify the Make and model of the offered Item. Mere Reproduction of the asked specification without any supporting official / printed brochure of the offered product may lead to rejection of bid.
7. The successful bidder shall be responsible for the uninstallation, transfer, and installation of the equipment's to the new location (Permanent Campus) as and when informed by NFSU Dharwad within 4 years from the date of first installation free of cost.
8. The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. These Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document. Whenever there is any conflict between the provision of other clauses mentioned in the bid document and that in the Buyer Added Bid Specific Terms and Conditions, the provision contained in the Buyer Added Bid Specific Terms and Conditions shall prevail.
9. EMD Exemption will be provided as per Government of India norms and guidelines.
10. NFSU Dharwad reserves the right to Cancel/Modify the bidding process fully or partially at any time without occurring any liabilities to NFSU Dharwad in this regard.
11. The Campus Director, NFSU, Dharwad Campus may seek any clarification / explanation / Documentary evidence related to offer at any stage from tenderers if required. However, any clarification / explanation or documentary evidence leads to implication on quoted Price shall be considered only for placing the order but not for price evaluation.
12. Certification/Standard/Benchmarks: The goods must be certified based on applicable Standards like ISO, ISI, QCI, BIS or other international standards etc. The certificate for the Same should be attached with bidding documents.
13. Payment will be made on successful delivery, installation, training (if any).
14. No advance payment will be made. Payment will be processed through RTGS or online transfer after the purchase order or work order is fully executed and all required documents are submitted, preferably within 30 days after satisfactory delivery, inspection, installation, and acceptance. The necessary documents include a pre-receipted tax invoice, delivery challan, warranty certificate, installation report in triplicate, and a Performance Bank Guarantee, all subject to verification.
15. The supplier must demonstrate that it has a proven appropriate set-up and capability to provide after-sales service efficiently and effectively.
16. **Inspection after Installation & Commissioning of the equipment at consignee's/User site:**
  - a. 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 consignee's premises for their compliance to the contract specifications.
  - b. The Director, NFSU Dharwad Campus shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
17. **Defective Equipment:**
  - a. If any of the equipment supplied by the Tenderer is found to be Substandard, refurbished, un-merchantable or not in accordance with the Description/specification or otherwise faulty, the purchaser/consignee will have the right to Reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at supplier. Defective part in Equipment, if found before installation and/or during warranty period, shall be replaced Within 30 days on receipt of the intimation from this office at the cost and risk of supplier Including all other charges. In case supplier fails to replace above item as

- per above terms and conditions, Purchaser/Consignee may consider "Banning" the supplier.
- b. Rejected items must be removed by the Bidders within one week from the date of rejection at their own risk and cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
18. **Risk Purchase Clause:** In the event of failure of supply of the item/equipment within the Stipulated delivery schedule, the purchaser has all the rights to purchase the Item/equipment from the other source on the total risk of the supplier under risk purchase Clause.
19. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows: In case of Dispute or difference arising between the Purchaser and a domestic supplier Relating to any matter arising out of or connected with this agreement, such disputes or Difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, The rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Campus Director, NFSU, Dharwad Campus and if he is unable or unwilling to act, to the sole arbitration of some other person by him willing to act as such Arbitrator. The award of the arbitrator so appointed Shall be final, conclusive and binding on all parties to this order.
20. For any queries with regard to terms and conditions of this tender, please write to [purchase\\_dharwad@nfsu.ac.in](mailto:purchase_dharwad@nfsu.ac.in) or can be contacted at +91 836 200 2641/ +91 836 200 2614

## OTHER SPECIAL TERMS AND CONDITIONS

1. The Bidders must supply all the hardware and accessories required for complete installation.
  2. A comprehensive warranty for a duration of three years must be provided by bidders for all major equipment.
  3. The term "warranty" implies comprehensive maintenance which will cover replacement of all defective parts/equipment.
  4. An undertaking from the OEM is required stating that they would facilitate the Bidder on a regular basis with technology/product updates and extend support for The warranty as well.
  5. The scope includes supply, installation, configuration, integration with all associated products, end to end testing and commissioning of the solution onsite at NFSU Dharwad Campus. Bidder should configure the entire solution as per the requirement of NFSU Dharwad Campus.
  6. The bidder shall be responsible for arranging and maintaining at their own cost all materials, tools & facilities for workers, and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
  7. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same Item/product in the same tender.
  8. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not Submit a bid on behalf of another Principal/OEM in the same tender for the same Item/product.
  9. **Demo:** Administratively qualified vendors are required to have demonstration of quoted Items to the user for verification of specification, performance, accuracy and precision as and when required. If it is found not satisfactory, reports for this item, the vendors become Technically not qualified. Demo will be provided to onsite/vendor's Technical Lab/Other Users' site.
  10. Conditional bid will not be accepted in any case. Bid with conditional clause will be summarily rejected and correspondence in this regard will be entertained.
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2. **Buyer Added Bid Specific ATC**
- Buyer uploaded ATC document [Click here to view the file.](#)
3. **Generic**
- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
- WALMI Campus



Near High Court Dharwad  
PB Road  
Belur Industrial Area  
Dharwad

4. **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.

5. **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 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. **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.

7. **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.

8. **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.

9. **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

10. **Generic**

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

3  
, Place for Training  
NFSU Dharwad Campus  
and Duration of training  
5  
days.

11. **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:

As mentioned in tender document

## 12. **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.

## 13. **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.

## 14. **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.

## 15. **Scope of Supply**

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

## 16. **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.

## 17. **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.

**18. 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.

**19. 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.

**20. Service & Support**

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

**21. Service & Support**

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

**22. 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.

**23. 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.

**24. Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**25. 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

The Equipment and Major Accessories

(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)

**26. 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.

## 27. 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 5 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.

## 28. 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.

## 29. 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

## 30. Financial Criteria

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

## Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

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

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---