

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-06-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-06-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Indian Oil Corporation Limited
Organisation Name/संगठन का नाम	Indian Oil Corporation Limited
Office Name/कार्यालय का नाम	loc Barauni Refinery
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	H2S Analyzer
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,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

(a). 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 :

Chief Manager (Materials)
Barauni Refinery, Indian Oil Corporation Limited, Begusarai - 851114, Bihar
(Ambar Ashraf)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

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	Neeshant Kumar
Designation of Competent Authority	DGM (Mat)
Office / Department / Division of Competent Authority	IOCL BR
CA Approval Number	RBRM24F051
Competent Authority Approval Date	20-05-2024
Brief Description of the Approval Granted by Competent Authority	Purchase Preference under MII is not applicable for this tender as the estimated cost of the tender is below the threshold as per MII PP.

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. 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 100%(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.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

H2S Analyzer (1 set)**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%

Number of days allowed for ICT after site readiness communication to seller

60 Days/दिन

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	Alok Kumar	851114, Barauni Refinery, Begusarai-851114	1	180

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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 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 %.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

INDIAN OIL CORPORATION LIMITED

BARAUNI Refinery

BARUNI REFINERY GSTIN - 10AAACI1681G1Z4

TENDER NO.: RMRM24F051

Contact Person Details:

Name- Mr. Kundan Kishore

Designation - Manager (Materials)

Contact No. - 06243-27-5388

Email Id: kishorek@indiaoil.in

Name- Mr. Ambar Ashraf

Designation - Ch. Manager (Materials)

Contact No. - 06243-27-5386

Email Id: ashrafa@indiaoil.in

PRE-QUALIFICATION CRITERIA (PQC)

1.1 TECHNICAL CRITERIA	Not Applicable.
1.2 FINANCIAL CRITERIA	Not Applicable.
1.3 COMMERCIAL EXPERIENCE CRITERIA	<p>For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:</p> <p>v Three orders each executed for "<i>SIMILAR ITEM</i>" where the executed value is not less than the amount equal to INR 15,40,161/-</p> <p>OR</p> <p>v Two orders each executed for "<i>SIMILAR ITEM</i>" where the executed value is not less than the amount equal to INR 20,53,548/-</p> <p>OR</p> <p>v One order executed for "<i>SIMILAR ITEM</i>" where the executed value is not less than the amount equal to INR 25,66,935/-</p>
*Similar item	SUPPLY WITH/WITHOUT INSTALLATION & COMMISSIONING OF ONLINE "ANALYSER/GAS CHROMATOGRAPH"
<u>GUARANTEE/WARRANTY CLAUSE:</u>	Guarantee certificates shall be submitted and materials shall be guaranteed for a period of 12 months from the date of installation and successful commissioning or 18 months from last dispatch whichever is earlier from the date of last dispatch.

Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along with the tender documents.

g-with their offer. IOCL reserves the right to complete the evaluation, with or without seeking any additional supporting documents / clarifications.

The submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Bidders may have to submit CA certified / notarized copy of PQC documents, as required by IOCL. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false, suitable penal action shall be taken, which may include EMD forfeiture, termination of order (wherever applicable) and holiday listing the vendor.

FOR COMMERCIAL EXPERIENCE CRITERIA:

a. For fulfilling the commercial experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:

- i. Purchase Order along with Invoice(s) {with self-certification that supplies against invoice has been successfully executed}. Uploading the invoice(s) on the e-portal is considered as self [20] certification by the bidder that supplies against the invoices have been successfully executed to the required value.
- ii. Purchase Order along with Bank Certificate indicating payment against the PO.
- iii. Purchase Order along with Execution certificate by client indicating executed order value. In case the execution certificate does not mention the executed value, the bidder shall have to submit other documents as mentioned here indicating executed value.
- iv. In case bidder cites any reference of job executed for IOCL and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as date of execution.
- v. In case multiple orders have been placed against a single rate contract and the cumulative order value satisfies the PQC, it may also be considered, subject to submission of other documents as mentioned above. Multiple GeM contracts against one GeM bid on a particular vendor is to be considered as a single PO for PQC evaluation.

vi. Acceptance of PQ Documents of related / unrelated parties shall be as follows :-

Sl. No.	Scenario	Financial credentials	Techno-commercial Experience Criteria
1	A new entity formed as a result of merger of two companies and the earlier companies cease to exist	New Entity can use financial experience of any of the merged companies in case balance sheet of the new entity is not available	New Entity can use experience of any of the merged companies
2	An entity (A) takes over another entity (B) and B ceases to exist (or the specific business vertical of B ceases to exist)	Financial credentials of the bidding entity	New Entity can use experience of any of the two companies

3	Parent company (bidder) using the credentials of its subsidiary	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries
4	Indian subsidiary (bidder) using the credentials of its Foreign Principals	Financial credentials of the bidding entity. In case the bidding entity's Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.	Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded. Warranty period for such bidders shall be 18 months from commissioning or 24 months from supply, whichever is earlier. Bidder shall have manufacturing facility in India.

Earnest Money Deposit (EMD)

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexure A). BSD shall also be taken from bidders who are otherwise exempt from submission of EMD (e.g. MSE / Start-up / any exempted bidder category bidders).

BSD undertaking shall state that the defaulting bidder may be debarred for a period of 6 months in case of stated breach. This period shall, however, be as per GeM terms and conditions.

Wherever EMD is asked the same should be submitted by the bidders in the form of Bank Guarantee (Irrespective of EMD value) on GeM portal in the prescribed format of GeM. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the buyer within 5 working days of bid opening. BG format can be accessed at GeM portal itself.

Modalities to followed with respect to Bank Guarantee confirmation issued against PBG and EMD for Subject tender :-

"Bidders may get the Bank Guarantee issued from any Bank recognized as Scheduled Bank by Reserve Bank of India. Earlier, upon receipt of the Original Bank Guarantee, IOCL was seeking confirmation of the same directly from the issuer Bank / branch to check the authenticity of instrument. However, for faster confirmation of the Bank Guarantee, henceforth Bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IFN 767COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below."

Filed No	Description	Value
7034	Name of the Beneficiary	Indian Oil Corporation limited
7035	Beneficiary IFSC	ICIC0000007

7036	Beneficiary Branch Name and Address	ICICI Bank , 9A , Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Received Information	IOCL9050

Bidder has to submit Bid Security Declaration, on their Company Letterhead _____ as per the attached format (annexure-A) In lieu of Earnest Money Deposit.

Forfeiture of EMD : -

Earnest Money shall be forfeited in the following circumstances:

- i. In case the bidder tampers the tender document, alters / modifies / withdraws the bid submitted after opening the bids (Technical bids in case of two bid system) within the validity period.
- ii. In case the bidder submits false/fraudulent/fake/ forged documents.
- iii. In case the tender is accepted, and the vendor fails to deposit the PBG or to execute the contract.

In case of (i) and (ii) above the tender submitted by the bidder shall be rejected. In all the above cases suitable penal action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.

Third party inspection: **NOT APPLICABLE**

Performance Bank Guarantee (PBG):

PBG for Supply: -

Vendor shall furnish PBG equivalent to 5% of the order value valid till full defect liability period plus two months claim period i.e., Total 28 Months. PBG as stated above shall be furnished within 15 days of order. In case of increase in the order value due to an amendment, the PBG value shall be proportionately increased.

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PBG for PWCAMC: -

PBG for 5% of order value (PWCAMC), valid for FIVE Years, shall be furnished before the expiry of PBG for supply. In absence of a valid PBG, payment for PWCAMC shall not be released.

SPECIAL NOTE FOR PBG:-

PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs.

SPECIAL INSTRUCTIONS TO BIDDERS

- Bidders to note that the commercial terms shall be as per GeM GTC and additional terms & conditions mentioned in the bid and will supersede any contrary term indicated elsewhere in their quotation / tender documents
- No commercial deviations shall be acceptable. In case bidder indicates any co

commercial deviation or printed terms/sales conditions in their offer, the same will not be entertained

3. Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of Technical specification of IOCL and scope of supply as a token of acceptance.
4. Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of Technical deviation sheet as “**Nil**” deviation, in case there is no deviation to our Technical specification.
5. In case of any deviation to IOCL’s Technical specification, Bidder has to submit “Technical deviations” sheet mentioning all the Technical Deviations as per attached format given in special instruction to bidder.
6. Please note that any deviations/ reservations/ notes/ comments etc., given elsewhere in the offer other than the “Technical deviations” shall not be considered.
7. Submit “Formats for submission” [Holiday listing, Undertaking for sharing land boundaries with India, Undertaking for Local Content, Declaration of Insolvency and bankruptcy (Strike out which is not applicable) and Multiple bidder declaration] duly filled, signed and stamped.
8. Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.
9. The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
10. Only Biodegradable packing material should be used for supply of materials
11. Negotiations shall not be conducted with bidders as a matter of routine. However, IOCL reserves the right to conduct Negotiations.
12. IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder
13. A Tender is also liable for rejection in the following circumstances:
 - i. Does not submitted Bid Security Declaration
 - ii. Does not fulfill minimum pre qualification criteria as per the Tender Documents
 - iii. Unsolicited tenders
 - iv. Stipulates the validity period less than what is stated in the Tender Documents
 - v. Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
 - vi. Does not disclose the full names and addresses of all his partners or

- vii. r Directors as applicable wherever called for in the tender.
Does not fill in and digitally sign the required annexures, specifications, etc. as specified in the tender.
- viii. Does not submit bid in the prescribed format making it impossible to evaluate the bid
- ix. Indulges in tampering of tender documents
- x. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria

14. In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent requirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any conclusion.

INSTRUCTION TO BIDDER FOR TRANSPORTATION OF MATERIALS

Successful Bidder (Vendor) to dispatch the materials by any bank approved road transporters. Necessary Road Permits/Way Bills is in the scope of supplier. Vendors are advised not to dispatch the materials through Courier agency. Materials should be booked on Freight paid basis and dispatched on door delivery basis to our IOCL BARAUNI Refinery, Central stores.

SAFETY PRACTICES IN MATERIAL DISPATCH & TRANSPORTATION

Refinery being sensitive establishment from fire and safety point of view, therefore there are certain rule and regulation while entering the vehicle and personnel in Central Stores, BARAUNI Refinery.

Vendor to ensure availability of required original and valid documents for entry of Vehicle carrying Consignment / Material inside the Refinery Premises like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at BARAUNI Refinery. Vendor to also ensure that the materials / supplies under the PO are transported through registered common carrier only as per relevant provisions of the updated Road Act (Motor vehicle act 1988 & its latest updated revision). This shall enable CISF at BARAUNI Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate.

Truck / Tanker should report at IOCL gate by 8.30 am (excluding Sundays or holidays as per Refinery norms) in order to facilitate unloading at the earliest and release of trucks.

For Entry in Refinery Premises, Vehicle should be fitted with Spark Arrestor, Fire Extinguisher & back horn. Driver and Cleaner should wear PPE i.e. Shoes, Apron and Safety Helmets.

CNG / Two Stroke engine Vehicles are not allowed to enter the refinery premises. Please ensure to send the material in Non-CNG / Non-Two Stroke Engine Vehicles only.

- i) Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to BARAUNI Refinery.
- ii) Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. so that the same can be verified at the entry gate while allowing entry by CISF. khalasis (Cleaner) should have at least one ID card such as Aadhar Card , Bank Passbook , Driving License etc. This is required for enhancing security measures for incoming material.
- iii) Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc . at the time of dispatch of Materials & delivery at BARAUNI Refinery. This shall enable CISF at BARAUNI Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. are not allowed in Refinery
- iv) Invoice "Duplicate for Transporter" shall be submitted at Store.
- v) Following precautions should be taken care during packing-
 - a. BARAUNI Refinery is heading towards "Plastic neutrality" hence vendors are advised to preferably use biodegradable material for packaging.
 - b. End Cap should be provided at Pipe, Tubes and Valves. For Pipe and Pipe Fittings color code should be used as per Standards, like Red Color for IBR etc.
 - c. For small rotary spares packing cartons should be sound enough to hold the material and material code no., Material description and Purchase Order No. should be clearly mentioned on it.
 - d. For Instrument Cards, separated card packing with foam and good quality cartoon should be used.
 - e. Small size Spares should be packed in mouth closing packing.
 - f. Cable should be packed preferably in metal drums and should be end closed.
 - g. Material Code should be painted on big size spares, such as Heat Exchangers, Pipe Fittings etc.
 - h. For Materials like Chemicals, Refractory, Battery having shelf life, expiry date should be clearly mentioned on packing.
 - i. All Type of Gas Cylinder should be supplied with end caps.
 - j. For Chemicals Batch No. should clearly mention on drums and different colour drum should be used for different chemicals.
 - k. Gasket should be packed with proper cardboard support.
 - l. Rotors should be preferably with vertical stand and Nitrogen Filling provision.

- vi) Penalties for Violation / Non-adherence of safety procedures and practices (Applicable for Tenders/Purchase Orders involving site work):
- a) Violation of applicable Safety, Health and Environment related norm
a penalty of Rs.5,000.00 per occasion
 - b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.
 - c) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

The vendor is advised to take appropriate insurance policy for the effective implementation of the above penalty provision.

In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / treatment charges and group insurance amount, compensation shall be paid by the vendor to the affected person / his family members in presence of Engineer-in-charge as per Workmen Compensation Act.

- m. IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirement after giving one chance to the bidder to accept IOCL's requirement.
- n. As a special initiative to encourage more participation, PBG requirement shall be relaxed by 50% as per tender terms in case of MSEs owned by SC/ST & Women Entrepreneurs.
- o. One Bidder participation :-

A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified.

Alternative price bids are not acceptable. Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) (sub-vendors, if any) may, however, appear in different offers submitted by different tenderers.

- I. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- II. Company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- III. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- IV. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or a multiple bid as understood or d

eemed in terms of this clause.

All the multiple bids of a bidder shall be rejected and the Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

7. 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 [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.

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each

consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2. CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3. GST shall be included in the CMC Charges quoted.

4. Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7. In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C \cdot \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall

be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[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---