

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-09-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-09-2024 15:30:00
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 Petroleum And Natural Gas
Department Name/विभाग का नाम	Numaligarh Refinery Limited
Organisation Name/संगठन का नाम	Numaligarh Refinery Limited
Office Name/कार्यालय का नाम	Numaligarh Refinery Limited
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	SITC of Dual Channel Direct Injection Suppressed Ion Chromatography
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *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
Annual 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	3 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	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(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 :

CGM Commercial

Address for submission of CPS & WBG: Jishub Bora Commercial Department, Admin building, 3rd Floor
Numaligarh Refinery Ltd. (NRL) Golaghat, Assam, PIN- 785699 Phone No: +91-8638033923
(Cgm Commercial)

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	MOPNG
Designation of Competent Authority	MOPNG
Office / Department / Division of Competent Authority	MOPNG
CA Approval Number	FP-20013/2/2017-FP-PNG-Part(4) (E41432)
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	Vide MOPNG approval dated 26-04-2022 all proposal less than 1 crore is exempted.

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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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 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. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
05-09-2024 14:00:00	Please forward your queries to ratul.nath@nrl.co.in

SITC Of Dual Channel Direct Injection Suppressed Ion Chromatography (1 set)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Annual Maintenance	
Warranty of required product	3 Year
Annual Maintenance Charges Duration (Post Warranty)	3 Year
Annual Maintenance Charges Frequency	Bi-annually

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

specification

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	Arun Gogoi	785699,Numaligarh Refinery Limited, Chief General Manager (Commercial) PO-NRP, Numaligarh Warehouse office 03776-265562	1	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA (PQC):

Pre-Qualification Criteria (PQC) is as given below:

- Bidder shall be an Original Instrument(s) Manufacturer (OEM) or an Authorised dealer, f or the IC system quoted.
- Bidder must have supplied atleast three numbers of the offered Instrument(s)/s to any reputed Lab/R&D centre in India.
- Bidder shall clearly mention the make and model of the offered item and same shall be traceable globally i.e. via OEM's web site.

Bidder shall submit the following documents in support of PQC as mentioned above in :

- Details about the company registered as OEM of the item offered. In case bidder is an

authorised dealer of the offered Instrument(s)/s, bidder shall submit a copy of valid sealed & signed Certificate from OEM as an Authorised dealer.

- Reference list of other clients, to whom the offer item/s has been supplied earlier.
- Copy of PO/POs from the other customer/s along with Tax invoice & Installation Report in support of execution of PO, for Ion Chromatography System against which the Instrument(s) have been supplied.

Failure on the part of bidder in not submitting the proper documents as proof of meeting pre-qualification of the tender along with unpriced offer and/or submitting incomplete/forged data may lead to rejection of bidder's offer without intimation.

TERMS AND CONDITIONS (COMMERCIAL):

1. Bidder shall quote strictly as per details provided in BOQ, technical specification and the terms & conditions mentioned in the bid document. For clarification required, if any, may contact NRL officials as per details provided below.

2. **Price Basis:** FOR NRL Site, Numaligarh.

3. Delivery Schedule:

The Instrument(s) along with the accessories shall be supplied within 3 months to NRL Site, from the date of issue of Purchase order. The transportation charges shall be in bidder's scope.

4. Price reduction clause (PRC) due to delayed delivery:

The inability of vendors to execute orders in accordance with the agreed/quoted delivery schedule will entitle NRL, at its options, to:

- (i) While granting extension of the delivery period, where the delivery of goods or any part thereof is accepted after expiry of the original delivery period, NRL may recover from the vendor, the LD a sum equivalent to 0.5% (half percent) per week or part thereof of delay. The total liquidated damages shall not exceed 5% (five percent) of the total value of the goods.

However, if delivery of goods (including installation & commissioning) in a staggered/splittable manner is possible and permissible, then, the LD imposed would be on the value of the portion of the delayed goods.

If the contract involves assembling/ integration/ commissioning of all the ordered goods to get the desired product/output, then, the LD imposed would be on the total order value of goods.

Compensation for loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated is termed as LD. There is no need to establish actual loss due to late delivery. Price reduction clause (PRC) for late delivery shall convey the same meaning as Liquidated Damages (LD).

Where any delay in delivery is due to default by the seller/contractor, any increase in statutory duties and/or upward rise in prices due to the price variation clause (PVC) and/or any adverse fluctuation in foreign exchange during the extended/delayed delivery period are to be borne by the seller/contractor. This will be over and above levy of LD/PRC. However, the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate during the extended/delayed delivery period. Thus, PVC, other variations and foreign exchange cl

auses operate only during the original delivery period.

- (ii) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 3 (i) above in respect of goods delivered.

Note:

- a) *In case of package items (ordered as a complete system), the price reduction for delayed delivery shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).*
- b) *In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price reduction clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.*
- c) *Prior approval from NRL to be taken if the party plans to deliver the material in parts / partial shipment basis in case the same is not clearly mentioned as allowable in the Purchase Order.*

5. Payment Terms:

100% within 30 days of receipt and acceptance of goods at site subject to submission of Contract Performance Security (CPS) and Warranty Bank Guarantee (WBG), as applicable and Against fulfilling supply of the Instrument(s)/Instrument along with all accessories including successful Installation & commissioning with Standards/ CRMs, Training to lab Personnel & instrument engineers at NRL as per points under Scope of supply.

Note:

- a) *Bidders to note that NRL shall release all payments through e-payment mode (RTGS / NEFT) only and not through any other mode.*
- b) *An amount equivalent to the extent of eligible Input Tax Credit (ITC) available to NRL on each invoice shall be released only upon reflection of corresponding invoice and Input Tax Credit details in GSTR-2B report relating to NRL in GST portal. In other words, GST component eligible for Input Tax Credit, of any invoice shall be withheld till such time same is reflected in GSTR-2B.*
- c) *Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.10 crores to Rs.5 crores, which is effective from 1st August'2023. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing.*
- d) *Trade Receivables Discounting System (TReDS): Interested bidders are requested to on-board their firm in the TReDS platform and may communicate to NRL in order to avail the facilities that the portal provides.*
- e) *For payment administration or issues related to clearance of Tax Invoices, contractors/suppliers may send their request / query etc. to the e-mail ID: livdesk@nrl.co.in.*

6. Third Party Inspection (TPI): No

7. Firm Price: Quoted prices shall remain firm and fixed till complete execution of the order.

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Note:

- (i) NRL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) in excise duty, custom duty, GST, and any other tax, duty or other levy on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

8. Offer Validity: As mentioned in GeM bid.

Note:

- a) In case the Tenderer revokes/cancels/varies/withdraws his tender within the above period, the OWNER shall have the right to forfeit the EMD, if any, without any further notice to the tenderer.
- b) In case of such revocation or cancellation or variation by the Tenderer, without the consent of the OWNER, the OWNER shall have the right to put the tenderer on holiday list, barring the tenderer from participating in any tender for future tenders.

9. Guaranty / Warranty: Applicable as below/as mentioned in Technical/Buyer Specification./Not Applicable.

- a) The Guarantee/Warranty period shall be minimum 36 months (excluding the outage period), starting from the date of installation and successful completion of commissioning.
- b) During the period bidder shall be responsible for the quality, proper design, performance, workmanship and operation of the Instrument(s), and all the accessories supplied.
- c) If the Instrument(s) goes out of order, bidder shall depute his service engineer for repair/rectification of the problem within 72 hours after lodging of complaint by NRL.
- d) During the guarantee/ warranty period, bidder shall repair/ replace the any part/s of the analyser as required for rectification of the problem, free of cost.
- e) Expenses against travel, accommodation, local transport etc. against any visit to site, during the guarantee/ warranty period shall be in Bidder's scope.
- f) In case of major fault/repetitive failure of Instrument(s), supplier shall replace the instrument with a new unit without any extra cost within 90 days.
- g) Bidder's service engineer shall be a competent and experienced expert conversant with troubleshooting of complete Instrument(s) hardware and software.
- h) Bidder shall depute service engineer, for preventive maintenance during warranty/guarantee period.

10. Contract performance security (CPS): 3% of the Contract Value.

- (i) To ensure due performance of the contract, contract performance security is to be deposited by the successful bidder (s) awarded the contract (CPS is also referred to as PBG or ePBG in GeM). The CPS shall be submitted in a prescribed format as attached in Buyer Added Bid Specific ATC (uploaded) section of the GeM Bid document.

- (ii) Contract Performance Security is to be furnished within 10 days from the date of GeM Contract Order and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee / defect liability period (if any).
- (iii) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted fails to honour the procurement contract as may be required, or fails to provide the contract performance security within the time provided by NRL or otherwise withdraws from the procurement process or is found to have neglected / abandoned the order / LOA, the award may be terminated, the agency may be debarred as per holiday listing policy of NRL and his EMD/Bid security may be forfeited and other penal actions for breach of contract may be initiated, after serving a show cause notice.
- (iv) The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It would be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period.

11. Warranty Bank Guarantee (WBG): 7% of the Contract Value.

- (i) Warranty Bank Guarantee (in addition to CPS) is required to be submitted by successful bidder (s) in prescribed format (attached in Buyer Added Bid Specific ATC – uploaded section of the GeM Bid document) in the currency of the contract, valid for 03 (three) months beyond the Guarantee/Warranty period.
- (ii) Further, contractor may at his option submit a Contract Performance Security (CPS) covering also the WBG value (where WBG is applicable), valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the contractor, including warranty / guarantee period (if any) – in which case, he will not be required to submit a BG for Warranty.
- (iii) In case WBG is not provided by the vendor, equivalent amount shall be kept on hold from payment in lieu of Warranty Bank Guarantee (WBG).
- (iv) All compensation or other sums of money payable by the contractor to the owner under terms of the contract may be deducted from or paid by the encashment of a sufficient part of his WBG (and CPS) or from any sums which may be due or may become due to the contractor by the NRL. No interest shall be payable by the owner for the sum deposited as CPS or WBG. The CPS and/or WBG amounts will be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract including the warranty period.

Address for submission of CPS & WBG:

Jishub Bora
 Commercial Department,
 Admin building, 3rd Floor
 Numaligarh Refinery Ltd. (NRL)
 Golaghat, Assam, PIN- 785699
 Phone No: +91-8638033923
 Email ID: z_jishub@nrl.co.in

GENERAL TERMS AND CONDITIONS:

1. NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidder's credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given timeline, NRL reserves the right to reject the bid. Proper address for com

munication, including e-mail ID of the issuing authority should be provided along the tender document.

2. Consortium/Joint venture bids shall not be accepted.
3. Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
4. In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ blacklist apart from other penal actions as deemed fit by NRL.
5. In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.
6. Bidders who are on holiday list by NRL or MoPNG will not be considered. Accordingly, the bidder shall submit a self-declaration as per the format enclosed with the bid. It may be noted that if this declaration is found to be false, NRL shall have the right to reject the bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.
7. Printed terms and conditions, if any, submitted with the offer by the bidder shall be ignored and shall not be applicable in the event of order. In case of contradiction between the terms & conditions mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid document and NRL GPC; terms & conditions mentioned in the bid document and NRL GPC shall prevail. Moreover, rates & taxes indicated in the BOQ shall prevail.
8. All other terms and conditions of this tender shall be governed by NRL GPC (Indigenous) effective from 29.07.2024 (Attached as Tender annexures in Buyer Added Bid Specific ATC section of the bid document).
9. NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids at any time/stage without assigning any reason thereof.
10. NRL reserves the right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
11. Bidder to submit all requested (as well as relevant documents as per requirement of the bid) along with unpriced offer. Failure on the part of bidder in not submitting the documents in required format with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder's quotation without any further communication.

POST CONTRACT INFORMATION TO SUPPLIER:

1. Documents required with consignment for Goods receipt (GR) creation.
 - (i) Original Tax-Invoice- This is a compulsory document. It would be preferable if either the PO Serial Number or the NRL Item Code were mentioned in the invoice against each supplied item.
 - (ii) Original E-Way Bill. The E-way bill is to be provided if any of the following three conditions is true:
 - a) The Invoice/ Bill Amount is Rs. 50,000 or more.
 - b) The distance travelled to deliver the consignment is 10 Kms or more.
 - c) The materials are of the GST category.
 - (iii) Documents required for clearance of inspection by user department of NRL.
 - (iv) Copy of Consignment Copy- This is a compulsory document provided by the transport driver.

The absence of any of these documents will cause delays in Goods Receipt (GR) by warehouse, eventually leading to delays in payments.

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:

(Formats are enclosed as Tende Annexures in Buyer Added Bid Specific ATC section of the bid document)

Following documents as per format shall be submitted along with unpriced offer.

1. Documents in support of PQC and Technical Specification, Datasheet etc.
2. Tender acceptance letter (As per enclosed format)
3. Vendor information sheet (As per enclosed format)
4. Dispatch and Invoice information (As per enclosed format)
5. Declaration for not being under liquidation, court receivership or similar proceedings. (As per enclosed format)
6. Self-declaration of debarment / blacklisting / holiday listing (As per enclosed format)
7. Indemnity bond cum GST undertaking (As per enclosed format)
8. Self-declaration of conflict-of-interest free bid. (As per enclosed format)
9. Documents to avail purchase preference as per MSE policy:
 - a) Udyam Registration Certificate - *to be uploaded in relevant tab as per provision of GeM.*
 - b) Self-Declaration of being manufacturer of offered items- *to be submitted along with unpriced offer (As per enclosed format).*
10. Documents to avail purchase preference as per MII policy: (For Bid Value of 1 Crore or more)
 - a) Self-Declaration - *to be uploaded in relevant tab as per provision of GeM.*
 - b) Format 2A, Format-2B and Format-2C - *to be submitted along with unpriced offer (As per enclosed format).*
11. **Form A (Certificate of Compliance)** against "Special tender clause on procurement from a bidder from a country which shares land border with India." (As per enclosed format)
12. Integrity Pact. (For Bid Value of 1 Crore or more)
13. Any other relevant documents as per requirement of the tender.

Note:

- *Above document shall be submitted as per enclosed formats only with bidder's Official Seal, Signed by authorized person and in official letterhead of bidder's organization (Wherever applicable).*
- *Failure on the part of bidder in not submitting the above documents (as per requirement) with unpriced offer and/or submitting incomplete data/deviations may lead to rejection of bidder's offer and may not be considered for further evaluation.*

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CONTACT PERSON FOR THIS TENDER:

Bidders may contact following for any clarification regarding the bid.

A. Commercial related Queries

Ratul Nath

Senior Manager (Commercial)

Numaligarh Refinery Limited
Contact No: +91-8653182519
Email ID: ratul.nath@nrl.co.in

B. Technical related Queries

Nileem Gogoi

MANGR(QC)
Numaligarh Refinery Limited
Contact No: +91- 9435703139
Email ID: nileem.gogoi@nrl.co.in

5. 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 Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---