

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-03-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-03-2025 17:30:00
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 Power
Department Name/विभाग का नाम	North Eastern Electric Power Corporation Limited
Organisation Name/संगठन का नाम	North Eastern Electric Power Corporation Limited
Office Name/कार्यालय का नाम	Kameng Hydro Power Station
क्रेता ईमेल/Buyer Email	indrajitdas@neepco.co.in
Total Quantity/कुल मात्रा	20
Item Category/मद केटेगरी	ULTRASONOGRAPHY SET , SEMI-AUTOANALYSER , ELECTROLYTE ANALYSER , CENTRIFUGE MACHINE , HOT AIR INCUBATOR , MICRO PIPETTE , PATIENT BEDSIDE MONITOR , MODULAR CRASH CART TRAY , PATIENT EXAMINATION LIGHT , HOSPITAL STRETCHER
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	HOSPITAL STRETCHER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Stretcher Trolleys, foot step for hospitals, Scoop Stretcher, Canine Emergency Carrier and Stretcher (V2), resuscitation crash cart console for hospitals, Sheet Bed Hospital - Military Hospital Clothing, Emergency Foldable Rescue Stretcher, mackintosh sheet hospital rubber sheetings, Blouse (JSS) - Military Hospital Clothing, Microwave Disinfectant system for disposal of Hospital waste (Bio-medical waste) - (MHA Spec)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Stretcher Trolleys
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

Bid Details/बिड विवरण	
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,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	ULTRASONOGRAPHY SET
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

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 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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

ULTRASONOGRAPHY SET (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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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	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	1	30

SEMI-AUTOANALYSER (2 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	2	30

ELECTROLYTE ANALYSER (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	1	30

CENTRIFUGE MACHINE (2 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	2	30

HOT AIR INCUBATOR (2 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	2	30

MICRO PIPETTE (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	2	30

PATIENT BEDSIDE MONITOR (4 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	4	30

MODULAR CRASH CART TRAY (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	2	30

PATIENT EXAMINATION LIGHT (3 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	3	30

HOSPITAL STRETCHER (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Dhan Chandra Manta	790114,Kameng Hydro Power Station Kimi, West Kameng	1	30

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 Scope of Supply:

The scope includes supply, Packing & Forwarding, Freight & Insurance, delivery at designated site of materials as per **BOQ & Specifications** furnished as **Annexure-I and Annexure-II**.

2.0 Guaranteed Technical Particulars:

Bidder is to conform to the relevant standards for the items wherever applicable, while quoting for any of the items specified hereunder. Guaranteed technical particulars are to be confirmed while choosing the required item as per annexures attached as Technical Specifications. All items utilized for fulfillment of the contract should conform to relevant codes/standards wherever applicable. Any deviation on the specifications given herein should be clearly indicated in the deviation sheet as provided in the bid document.

Under “**Make in India**” mission, products manufactured in India are desired. **Chinese** make items should not be quoted.

3.0 Deviation from Bid Document/ Additional Clause:

- (a) All bidders are cautioned that the bids containing any deviation from the basic parameters of the bidding specifications are liable for rejection.
- (b) If, however, any bidder desires to take some deviation, he shall indicate the same in the ‘Schedule of Deviation’.
- (c) Acceptability / non-acceptability of the deviations, if any, shall be judged by the Corporation. The decision of the Corporation in this respect shall be final and binding.

Unless deviations are recorded in the Deviation Sheet and submitted with offer, it will be construed that the offer is in conformity with the specification.

4.0 Delivery Time:

Within 30 (thirty) days from the date of order.

5.0 Warranty:

For a period of minimum 24 (twenty-four) calendar months from the date of successful commissioning of the system or as specified by the manufacturer (called the warranty period), the contractor shall remain liable for replacement of any defect and/or rectify any damage / deficiency that may develop or remained undetected in the equipment/ work of his/ her own or those of his/ her sub-contractors. Such defects and / or damage shall be repaired or replaced as per decision of the Engineer-in-charge and solely at the cost of the contractor. The replaced defective parts will be returned to contractor at his/ her own expense, unless otherwise arranged. If, during the period of warranty, any portion of the equipment/ work is found defective and is rectified/ replaced, the provision of this clause shall apply to the portion of equipment so replaced/ rectified until expiry of 24 (twenty-four) months from the date of such replacement/ rectification.

The rectification/ replacement/ repairs shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable period of time, the Purchaser may proceed to do the work through any of her Agency at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor.

6.0 Contract Performance Guarantee

- 6.1 Within 15(Fifteen) days from the date of issue of Letter of Intent, the Contractor shall furnish a Bank Guarantee in prescribed format, for an amount equal to 10 (ten) percent of the Contract value by way of Guarantee for the due and faithful performance of the Contract. The

Performance Guarantee shall be initially kept valid for such period to cover 90 (ninety) days beyond the warranty period.

6.2 The Bank Guarantee for amounts expressed in Indian Rupees shall be acceptable only if they are issued either by a Nationalized Bank/Scheduled Bank incorporated in India or any International Bank situated in India and registered with RBI as scheduled Foreign Bank. The Bank Guarantee submitted by any foreign bank which is not a scheduled Bank in India shall be duly countersigned by any Nationalized Bank/Scheduled Bank in India. The prescribed proforma for the Bank Guarantee for Contract performance is enclosed.

6.3 The Contractor shall, on receipt of written instruction from the Purchaser, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions of the Purchaser and shall furnish the extended / revised Bank Guarantee or any extension thereof. In case the extended / revised Bank Guarantee is not received by the Purchaser within the specified period, the Purchaser, entirely at his discretion, shall be at liberty to encash the aforesaid Bank Guarantee.

6.4 The Performance Guarantee shall cover additionally the following guarantees to the Purchaser:

- a) The successful and satisfactory completion of the scope of work under the Contract as per the specifications and documents.
- b) That the equipment provided by him shall be free from all defects in design, material and workmanship and shall, upon written notice from the Purchaser, fully remedy free of expenses to the Purchaser such defects as developed under the normal use of the said material/equipment within the period of guarantee, specified in the bid documents.

6.5 The Bank Guarantee submitted in lieu of Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the Warranty Period, subject to fulfillment of the scope of supply and delivery in all respects.

6.6 It is expressly understood and agreed that the amount of Performance Guarantee shall not be construed as limiting factor / amount for various liabilities under the Contract.

7.0 Liquidated Damage

If the performance of the Contract is delayed beyond the time schedule incorporated in the Contract, due to reasons attributable to the Contractor, the Purchaser, shall, without prejudice to his right, recover the following damages for breach of Contract: -

- A. Reduce the contract price by ½ % (half percent) per week or part thereof of delay in completion time subject to maximum of 10% (ten percent) of the Contract price
- B. Execute or authorize the execution of the work departmentally or through any other Agency without any notice to the Contractor at the risk and cost of the Contractor. Action against this sub-clause shall be taken after giving notice of 15(Fifteen) days by the Purchaser to the Contractor for any delay in performance of the Contract. The decision of the Purchaser in this regard shall be final and binding upon the Contractor. However, the above action shall be taken without cancelling the Contract in respect of work not yet due for execution, or
- C. Cancel the entire Contract or a portion thereof and, if so desired, execute or authorize the execution of the work departmentally or through any other agency at the risk and cost of the Contractor. If the Contractor had defaulted in the performance of the Contract, the Purchaser may ignore the rates quoted by him for respective work even though the lowest for executing through other agency.
- D. Where action is taken under Sub-clause B or Sub-clause C above for failure to complete the work, the Contractor shall be liable for any loss, which the Purchaser may sustain on that account. However, the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be at the entire discretion of the Corporation. It shall not be necessary for the Purchaser to serve a notice of such execution on the Contractor

8.0 Force Majeure:

The "Force Majeure" risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:

- a) War (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- b) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;
- c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) Acts of God (like floods, Inundation, tornadoes, Storm/ Tempest/ Hurricane/ Typhoon/ Cyclone/ Lightning or other atmospheric

eric disturbances, Earthquake, Landslide/ Rockslide/ Subsidence or any loss or damage caused by forces of nature);

- e) Damages due to any Political or Religious incidence; Act of Terrorism;
- f) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works;
- g) Martial law, damage from aircraft, nuclear fission, nuclear reaction, nuclear radiation, or radioactive contamination;
- h) Fire (not caused by negligence of the Contractor/its Sub-contractors/ their personnel); and
- i) Other such causes, over which the Contractor has no control and are accepted as such, by the Engineer-in-Charge, whose decision shall be final and binding.

In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such "Force Majeure" shall be treated as suspended for the period during which such "Force Majeure" cause lasts, provided the party alleging that it has been rendered unable, as aforesaid, thereby shall notify within 10 (ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Loss to any party due to occurrence of Force Majeure risk shall be borne by the respective Party.

Should there be a request for extension of time arising out of "Force Majeure", the same shall be considered. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of Force Majeure condition.

9.0 Terms of Payment:

100% percent basic price with GST shall be released after receipt of materials at site in full & good condition subject to successful submission of **Contract Performance Guarantee**.

10.0 Assignment & Subletting of Contract:

- (a) The Contractor shall not assign or sublet the Contract or any part thereof to other than those vendors / Sub-Contractors already identified / qualified / approved in the Contract. However, under compelling circumstances, the Contractor may after informing the Engineer and after getting his prior written approval, assign or sublet the Contract or any part thereof provided that such assignment shall not relieve the Contractor from any of his obligations, duties and responsibilities under the Contract.
- (b) In case of items where Sub-Contractors/ vendors have not been identified, the Contractor shall assign or sublet the Contract or any part thereof only after informing the Engineer-in-Charge and after getting his prior written approval. For the purpose of approval, the Contractor shall submit the experience list of the Sub-Contractors/ vendors under consideration by the Contractor to the Engineer-in-Charge along with other requirements/ particulars desired by the Engineer-in-Charge.

11.0 Supplier: The supplier should be OEM or OEM's authorized dealer/channel partner/reputed supplier of medical equipment from North East India.

12.0 Price Reasonability Certificate: The bidder shall certify indicating that the rates quoted are not higher than those charged to other Govt./ PSU's for similar supplies made in recent past. The said certificate should accompany the bid in support of its price reasonability.

13.0 Fall Clause: The bidder shall convey acceptance of the fall clause i.e. the bidder shall undertake that they have not offered to supply / supplied / are not supplying same material at a price lower than that offered against the instant tender. If the quoted price is found in higher side at any point of time even after completion of supply / works / services, the excess amount must be returned back to the customer by the supplier.

Annexure-I

Bill of Quantity

Sl no	Item Description	Unit	Qty
1	ULTRASONOGRAPHY SET	Set	1

2	Blood investigation Equipment		
2.1	SEMI-AUTOANALYSER	Nos	2
2.2	ELECTROLYTE ANALYSER	Nos	1
2.3	CENTRIFUGE MACHINE	Nos	2
2.4	HOT AIR INCUBATOR	Nos	2
2.5	MICRO PIPETTE	Nos	2
3	PATIENT BEDSIDE MONITOR	Nos	4
4	MODULAR CRASH CART TRAY	Nos	2
5	PATIENT EXAMINATION LIGHT	Nos	3
6	HOSPITAL STRETCHER	Nos	1

NB: Bidders are requested to download the detailed bid document uploaded as Buyer added ATC.

3. 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---