

## Bid Document

| <b>Bid Details</b>   |   |
|--|---|
| <b>Bid End Date/Time</b>   | 06-01-2023 13:00:00   |
| <b>Bid Opening Date/Time</b>   | 06-01-2023 13:30:00   |
| <b>Bid Offer Validity (From End Date)</b>                                    | 90 (Days)   |
| <b>Ministry/State Name</b>   | Ministry Of Education   |
| <b>Department Name</b>   | Department Of Higher Education  |
| <b>Organisation Name</b>   | National Institute Of Technology (nit)  |
| <b>Office Name</b>   | Karnataka, Surathkal, Mangaluru   |
| <b>Total Quantity</b>  | 1   |
| <b>Item Category</b>   | Reciprocating Air Compressors - Electric Motor Driven (Q2)  |
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>           | 1 Lakh (s)  |
| <b>OEM Average Turnover (Last 3 Years)</b>                                   | 2 Lakh (s)  |
| <b>Years of Past Experience Required for same/similar service</b>            | 2 Year (s)  |
| <b>MSE Exemption for Years Of Experience and Turnover</b>                    | Yes   |
| <b>Startup Exemption for Years Of Experience and Turnover</b>                | Yes   |
| <b>Document required from seller</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Past Performance</b>  | 30 %  |
| <b>Bid to RA enabled</b>   | No  |
| <b>Type of Bid</b>   | Two Packet Bid  |
| <b>Time allowed for Technical Clarifications during technical evaluation</b> | 2 Days  |
| <b>Estimated Bid Value</b>   | 125000  |
| <b>Evaluation Method</b>   | Total value wise evaluation   |

### EMD Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

## ePBG Detail

|          |    |
|----------|----|
| Required | No |
|----------|----|

### Splitting

Bid splitting not applied.

### MII Purchase Preference

|                         |    |
|-------------------------|----|
| MII Purchase Preference | No |
|-------------------------|----|

### MSE Purchase Preference

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

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of

total QUANTITY.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### Reciprocating Air Compressors - Electric Motor Driven ( 1 pieces )

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

#### Technical Specifications

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

| Specification | Specification Name   | Bid Requirement (Allowed Values)   |
|---------------|--|--|
| STANDARD      | <b>Type of Compressor</b>  | Reciprocating Air Compressors, Electrical operated, Positive displacement with air receiver conforming to IS:7938 (storage tank)   |
| GENERIC       | <b>Whether compressor ISI Marked</b>                                       | Yes. ISI Marked as per IS:5456, Non ISI Marked Or higher   |
|               | <b>Availability of Star Rating</b>   | No Star Rating, 1 Star, 2 Star, 3 Star, 4 Star, 5 Star Or higher   |
|               | <b>Duty Cycle</b>  | Continuous   |
|               | <b>Number of Stages for compression (in numbers)</b>                       | 2  |
| PRIME MOVER   | <b>Power Supply</b>  | Three Phase, 415 ± 10% V AC, 50HZ, +5%   |
|               | <b>Type of Prime Mover</b>   | TEFC (Totally Enclosed Fan Cooled) Electric Motor  |
|               | Type of Drive (Transmission)   | V Belt   |
| PRESSURE      | <b>Rated Discharge Pressure (kg/cm<sup>2</sup>)</b>                        | 11.0 to 11.9, 12.0 to 12.9, 13.0 to 13.9, 14.0 to 14.9, 15.0 to 15.9, 16.0 to 16.9, 17.0 to 17.9, 18.0 to 18.9, 19.0 to 19.9, 20.0 to 20.9, 21.0 to 21.9, 22.0 to 22.9, 23.0 to 23.9, 24.0 to 24.9, 25.0 to 25.9, 26.0 to 26.9, 27.0 to 27.9, 28.0 to 28.9, 29.0 to 29.9, 30.0 to 30.9, 31.0 to 31.9, 32.0 to 32.9, 33.0 to 33.9, 34.0 to 34.9, 35.0 to 35.9, 36.0 to 36.9, 37.0 to 37.9, 38.0 to 38.9, 39.0 to 39.9, 40.0 to 40.9 Or higher |
|               | <b>Gauranteed Free Air Delivery (FAD) at rated Pressure (CFM), Minimum</b> | 6, 8, 9, 10, 11, 12, 15, 18, 20, 25, 30, 33, 40, 44, 48, 50, 60, 64, 68, 70, 73, 80, 90, 100, 105, 110, 120, 125, 130, 140, 150, 160, 170, 180, 190, 200, 250, 300, 315, 340, 350, 360, 380, 400, 410, 415, 450, 470, 495, 500, 510, 540, 550, 570, 600, 635, 650, 675, 700, 750, 800, 850, 900, 1000, 1050, 1100, 1150, 1200, 1250, 1300, 1350, 1400, 1450, 1500, 1550, 1600, 1650, 1700, 1750, 1800, 1850, 1900, 1950, 2000 Or higher      |

| Specification                   | Specification Name   | Bid Requirement (Allowed Values)  |
|---------------------------------|--|---|
| COMPRESSOR - AIR PURITY         | <b>Compressed air purity classes for particles</b>                 | CLASS X, CLASS 7, CLASS 6, CLASS 5, CLASS 4, CLASS 3, CLASS 2, CLASS 1, CLASS 0 Or higher                   |
|                                 | <b>Compressed air purity classes for humidity and liquid water</b> | CLASS X, CLASS 9, CLASS 8, CLASS 7, CLASS 6, CLASS 5, CLASS 4, CLASS 3, CLASS 2, CLASS 1, CLASS 0 Or higher |
|                                 | <b>Compressed air purity classes for total oil</b>                 | CLASS X, CLASS 4, CLASS 3, CLASS 2, CLASS 1, CLASS 0 Or higher  |
| Construction                    | Type of Mounting   | Tank Mounted  |
|                                 | Cooling System   | Air Cooled  |
|                                 | Lubrication Type   | Oil Lubricated  |
|                                 | Inter Cooler   | With  |
|                                 | After Cooler   | Without   |
|                                 | Moisture separator   | Without   |
|                                 | Oil Separator  | Without   |
|                                 | Oil Cooler   | Without   |
|                                 | Dryer type   | Heatless  |
|                                 | Air Filter   | With  |
|                                 | Noise level in dB  | <=85  |
| AIR RECIEVER                    | <b>Layout of Air Receiver</b>                                      | Horizontal  |
|                                 | <b>Capacity of Air Receiver (in Liters), minimum</b>               | 220.0 Or higher   |
|                                 | Maximum Working Pressure ( in kg/cm2)                              | <=60  |
| COMPRESSOR-COOLER               | <b>Provision of cooler</b>   | Intercooler Provided  |
|                                 | Type of Inter Cooler / After Cooler                                | Finned and tube type  |
|                                 | Design of Tube / Plate of Inter Cooler / After Cooler              | Finned  |
|                                 | Material of Shell  | Stainless Steel   |
|                                 | Material of Tube / Plate   | Copper Alloy  |
|                                 | Material of Fin  | Copper  |
| COMPRESSOR-OPERATING CONDITIONS | <b>Minimum Operating Temperature (in deg. C)</b>                   | -5, 0, 5 Or lower   |
|                                 | <b>Maximum Operating Temperature (in deg. C)</b>                   | 50, 55 Or higher  |
|                                 | Operating Humidity (in Rh)   | 95  |
|                                 | Maximum Altitude (in Mtr.)   | 2000  |

| Specification          | Specification Name   | Bid Requirement (Allowed Values)                       |
|------------------------|--|--|
| COMPRESSOR-ASSESSORIES | Instrumentation with each compressor set (Normal requirement) - Cooling water side | Temperature gauge/transmitter cooling water (optional) |
|                        | Additional Instrumentation with each Compressor set                                | Hour meter for recording running hours                 |
|                        | Safety devices   | High air discharge pressure safety switch              |
|                        | Indicator  | Power-'On-off' light indicator                         |
| CERTIFICATION          | <b>Wanrranty on Complete Compressor System (in Years)</b>                          | 1  |

**Additional Specification Parameters - Reciprocating Air Compressors - Electric Motor Driven ( 1 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|------------------------------|----------------------------------|
| Warranty period              | 3 years                          |

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

**Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporting Officer | Address  | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1     | Mangalpady Indira           | 575025,NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA SURATHKAL SRINIVASANAGAR | 1        | 30            |

**Buyer Added Bid Specific Terms and Conditions**

**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. Scope of Supply**

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

### 3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Dr. N. Gnanasekaran Department of Mechanical Engineering, National Institute of Technology Karnataka, Surathkal P.O. Srinivasanagar - 575 025, Mangalore, Karnataka Tel: 0824-2474000 (O), 09940871337 (M),Email id:gnanasekaran@nitk.edu.in.

### 4. **Warranty**

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

### 5. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**(i) The Breakup of BOQ or price Break Up should be uploaded under financial cover only (Financial Document).**

### 7. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

### 8. **Turnover**

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

### 9. **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.

### 10. **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.

11. **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 %.

12. **Generic**

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

13. **Service & Support**

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

14. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

15. **Service & Support**

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

16. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

17. **Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

18. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

19. **Generic**

IT equipment shall be IPv6 ready from day one.

20. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

21. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 22. **Financial Criteria**

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

## 23. **Turnover**

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

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

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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.

## 25. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## 26. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

## 27. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to



avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

#### 28. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 29. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 30. **Generic**

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

#### 31. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 32. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 33. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 34. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller,

if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 35. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## **Disclaimer**

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

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

in accordance with the laws.

**---Thank You---**