

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	19-12-2022 14:00:00
<b>Bid Opening Date/Time</b>	19-12-2022 14:30:00
<b>Bid Offer Validity (From End Date)</b>	160 (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>	10
<b>Item Category</b>	Stationary Value Regulated Lead Acid Batteries as per IS:15549 (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	1 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	4 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 *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>	20 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<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>	110000
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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**ePBG Detail**

Required	No
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**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	No
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**MSE Purchase Preference**

MSE Purchase Preference	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. 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 20% 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.

9. 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

### Stationary Value Regulated Lead Acid Batteries As Per IS:15549 ( 10 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

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

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	ISI Marked	No
	Battery Voltage	12 Volt
	Battery Capacity (in Ah) at 10 H Rate	100 Ah
	Material of Container	Polypropylene Co-polymenr (PPCP)
CONSTRUCTIONAL	Number of cells per battery	6 Cells for 12 Volt Battery
	Method of connections between cells	Bolted
	Warranty (in Years)	4 Years

#### Additional Specification Parameters - Stationary Value Regulated Lead Acid Batteries As Per

**IS:15549 ( 10 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Warranty	Warranty should be 5 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	Gaurav Chowdhury	575025,NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA SURATHKAL SRINIVASANAGAR	10	15

**Buyback Detail**

Item Name	Buyback of old Batteries
Item Description	buyback of 10 Nos. old Batteries
Serial No.	FM00565
Model	Tubular Batteries
Brand	Hi Power
Year of Manufacturing	2012
Purchase On	2012-04-28
Age	10 years
Size	12V, 60AH, C10
Rating	1
Quantity	10
Unit	10
Remark	Min price (Optional) : Rs. 1500/- per piece (Excluding GST); Working Guidelines (/Functional/Non-Functional) : Non-Functional
Uploaded Image	<a href="#">View Uploaded Image</a>

**Disclaimer**

The vendor will be responsible for the un-installation of Buyback items.  
The vendor will be entirely responsible for the safe disposal of old items without affecting the environment anymore.  
All the relevant rules and regulations applicable on buyback items shall be strictly followed by the vendor

**Special terms and conditions-Version:1 effective from 04-05-2020 for**

## category Stationary Value Regulated Lead Acid Batteries as per IS:15549

1. Battery serial number list shall be furnish by the seller along with the supply of the battery to Buyer

## Buyer Added Bid Specific Terms and Conditions

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### Notes:

**(i) The Corrigendum for Buyback of Old Battery has been attached below (Buyer uploaded ATC document).**

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

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 3. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered

items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.

6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.

7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.

11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.

12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.

13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

#### 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following

address to consignee: Vijay Kumar Ghode, Senior Scientific Officer, Central Computer Centre, NITK, Surathkal 575025, Mangalore Karnataka Phone Number : 0824-2473059/Email: ghode@nitk.edu.in.

## 5. **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)

## 6. **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.

## 7. **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 reimburse the cost of such service / rectification to the Buyer.

## 8. **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.

## 9. **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.

## 10. **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.

## 11. **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.

## 12. **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 %.

### 13. **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.

### 14. **Service & Support**

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

### 15. **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.

### 16. **Service & Support**

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

### 17. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

### 18. **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

### 19. **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.

### 20. **Generic**

IT equipment shall be IPv6 ready from day one.

### 21. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

### 22. **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.

### 23. **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

## 24. **Financial Criteria**

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

## 25. **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.

## 26. **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.

## 27. **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.

## 28. **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.

## 29. **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.

## 30. **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.

## 31. **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.

## 32. **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.

## 33. **Generic**

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

## 34. **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

### 35. **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.

### 36. **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.

### 37. **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.

### 38. **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. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---**