

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम/Department Name	Central Armed Police Forces
संगठन का नाम/Organisation Name	Central Reserve Police Force (crpf)
कार्यालय का नाम/Office Name	Dte. Genl.
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Power Generator - DG Set (up to 900 KVA) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	4000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	120000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DIG GC AGARTALA
OFFICE OF THE DIG, GC, CRPF, AGARTALA, SALBAGAN, TRIPURA WEST-799012
(Yatendra Kumar Rajput)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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 of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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. 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.
7. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

10. 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

Power Generator - DG Set (up To 900 KVA) (4 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Power Generator INSTALLATION CONFIGURATIONS	Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	Nominal Rated Capacity (kVA)	30
	No of Phase (Single Phase-3-5kVA) (Single Phase or Three Phase-5 & 7-5, 10,15, 20, 25, 30 & 40 kVA) (Three Phase-50 to 900 kVA)	Three Phase

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
ENGINE	Rated Engine Power (kWm)	100 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator + Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency, 110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency Or higher
	Type of Engine cooling	Air Cooled, Liquid Cooled
	Type of governer	Electronic Or higher
	Rated RPM of Engine (RPM)	1500, 3000
	Fuel	High Speed Diesel (HSD)
	Starting voltage (volt)	12
	Salient Features of Engine	Turbo Charged Engine, Naturally aspirated engine, Direct injection Fuel System, CRDi Fuel System, cold start upto (-20 deg c), No derating applicable upto 4500 above MSL of altitude at 25 degree celcius, Indirect injection (IDI) Fuel System, Ambient working temperature upto 55 degree celcius.
ALTERNATOR	Voltage Regulation Grade	VG 3 Or higher
	Alternator IP Rating	IP 23 Or higher
CONTROL PANEL	Control Panel	AMF Control Panel
	IP Rating of Control Panel	IP 53, IP 54, IP 55 Or higher
BATTERY	Battery capacity (Ah)	88, 100
TRAILER	Trailer	NA for Fixed/Skid Mounted Power Generator
	Pay load of the Trailer	2000 Or higher (kilogram)
SCOPE OF INSTALLATION	Installation	with installation - inclusive in the scope of supply Or higher
WARRANTY/SERVICE S	Warranty on Complete power genertor/DG Set	24, 36 Or higher (month)
	Warranty in running hours	5000.0 - 5000.0 Or higher (hour)
	Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibilty)*	2
TEST REPORTS	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificates required as per CPCB, Govt Lab, NABL accredited lab

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Test report Available for (Test/approval)	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications
	Agree to provide all relevant documents Test Report/supporting document /reports etc to the buyer at the time of bidding or on demand	YES

व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	2 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

Additional Specification Parameters - Power Generator - DG Set (up To 900 KVA) (4 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
i) All Specifications / Lab Test Report/OEM certificate etc. ii) Engine : Cooling. iii) Number of Cylinder. iv) Type of Governor. v) Installation	i) Must confirm the parameters of MHA approved QRs/TDs circulated vide No. P.63013/214/01/2024/Mod-I/BSF dated 21/02/2025. ii) Air Cooled. iii) Multi Cylinder. iv) Electronic Governor. v) With installation-inclusive in the scope of supply.

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

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Yatendra Kumar Rajput	799012,Group Centre CRPF, Agartala (Tripura), Tripura, West Tripura-799012	4	180

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**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 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. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

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.

4. **Service & Support**

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

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Certificates**

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

7. **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.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DIG, GC, CRPF, AGARTALA
payable at

SBI, SALBAGAN, BSF HQR, AGARTALA, TRIPURA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions (OEM Specific)

Eligibility Criteria:

- i. **Only Original Equipment Manufacturers (OEMs) are permitted to participate in this bid.**
- ii. **Bids submitted by dealers, distributors, resellers or any entity other than OEM shall be summarily rejected.**

The OEMs are requested to carefully go through the bid terms and conditions and submit all required documents, certificates, undertakings and supporting literature, strictly as called for in the bid. Any failure to do so may render the offer liable for rejection. Bidders (OEMs) shall not submit any unwarranted or extraneous documents. Only the documents relevant to the bid requirements shall be submitted, in single copy.

1.	The OEM shall furnish an undertaking to the effect that : "I hereby accept all the clauses mentioned in the Bid Terms and Conditions, Technical Specifications, Special Terms and Conditions including Buyer Added Bid Specific ATC (Additional Terms & Conditions)"
2.	<u>Bid Eligibility Criteria (For OEM Participation only)</u> - The bidders must submit one of the following valid documents to establish themselves as Original Equipment Manufacturers (OEMs) for the offered product(s): 1. Valid Manufacturing License- issued by statutory authority, conforming in-house manufacturing of the offered products (DG Set). or 2. Factory License / Industrial License- valid certificate indicating the manufacturing facility address, validity period, and category of production (DG Set). or 3. Trademark Registration Certificate- For verification of the Brand.
3.	As per MHA OM No.IV-24011/13/2025/Prov-I/3742075/373 dated 28/05/2025, to get exemption of Turnover and Prior Experience as a Startup, subject to meeting of quality and technical specifications, a valid Certificate as a proof of Start up for Diesel Generator Sets only.
4.	Copy of Chartered Accountant certified (Audited) Turnover Certificate for the Financial Year 20 22-23, 2023-24 & 2024-25 of the OEM, duly mentioning valid UDAIN Number of concerned Chartered Accountant.
5.	Bidder are required to submit GeM Contract Order copy, CRAC, Invoice etc. in support of Past Performance and experience clause for the Financial year 2022-23, 2023-24 & 2024-25) mentioned in the bid documents. GeM Contract Order, CRAC, Invoice must be supply of DG Sets minimum 30 KVA and above.
6.	OEM should submit a MII certificate showing clear percentage of local contents with details of locations where this value addition is made along with bid documents.

7. The OEM should not be under liquidation, court receivership or similar proceedings should not be bankrupt. the Bidder shall upload undertaking to this effect along with the bid.

8.

Data Sheet of the Product / Technical Compliance Sheet:-

The OEM shall submit a Data Sheet of the offered product, clearly indicating the model offered and complete technical details corresponding to each parameter / specification mentioned in the tender.

Further, **The OEM shall mandatorily submit the Technical Compliance Sheet (given below), duly filled and signed, indicating “Complied” against each and every technical parameter/specification mentioned in the tender. Any deviation / non -compliance / incomplete compliance shall render the bid technically non-responsive and liable for rejection. Option such as “Not Complied” or blank entries shall not be acceptable:**

Sl. No.	Parameters	Specification	Trial Directives	Result expected/desired
1	a) Diesel Generator set complete with naturally aspirated Diesel Engine. Alternator and AMF / Manual Control Panel fitted/along with in Acoustic Enclosure, naturally Aspirated Diesel Engine and Alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate robust construction. Or b) Diesel Generator set complete with pressure charged (Turbo charged). Diesel Engine) Alternator and AMF/Manual Control Panel fitted along with acoustic Enclosure, Pressure charged (Turbo charge) Diesel Engine and Alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate robust in construction. {User to decide as per requirement at the time of indent}		To be physically checked by the BOO	DG Set must have all requirements as mentioned in parameters.
2	Control Panel with IP rating	Digital with AMF (Auto Mains Failure) panel for protection, metering and operation. IP 53/IP 54/ IP 55	To be checked physically be BOO. Firm has to submit National accredited Lab certificate/any Indian Govt Lab certificate in respect of the same.	Must have auto mains failure panel and required IP rating

3.	AMF Panel (Automatic Mains Failure)	As per IS 2147 the panel shall have IP-42 type protection. AMF panel normally consists of relays, contractors, timers for automatic operation on Mains failure as well as for manual operation.	Operation of AMF panel will check by BOO by manually switching off the mains power to check immediate and smooth transfer on DG set and vice versa. All these observations are to be made on full load which should not be less than 30 to 40% of DG set capacity.	<ul style="list-style-type: none"> · Panel should be IP-42 · Equipments to test healthiness of DG set with test mode & with load on mains. · Energy analyzer or load manager with selector switch/button to view readings of voltage, current, KW, KWH, p.f. frequency etc. · Audio-visual alarm indication/annunciation facility. · Engine/DG shutdown device (fault/abnormality) · Battery charger, excitation control, voltage regulating equipment. · Circuit Breaker. · Auto/manual mode selector switch.
4.	Nominal rated capacity (KVA)	5, 7.5, 10, 20 & 30 KVA	To be physically checked by the BOO and NABL certificate also submitted by firm in respect of same.	DG set must be 5, 7.5, 10, 20 & 30 KVA.
5.	No. of phase (output capacity rating/phase)	5 KVA & 7.5 KVA - Single phase 10, 20 & 30 KVA - 3 phase for example 3 Phase should generate 415 V AC electricity.	To be physically checked by the BOO	Nos of phase must be as per specification, also, there must be a current meter facility available for each phase.
6.	Engine::Cooling	Air cooled/liquid cooled	To be physically checked by the BOO and OEM certificate also submitted by firm in respect of same DG set must be 4 stroke	DG set engine should be made in India certification.
7.	Number of cylinder (Nos)	5KVA & 7.5 KVA - 1 or 2 Cylinder 10, 20 & 30 KVA-Multi Cylinder (As per user requirement)	To be physically checked by the BOO	Single cylinder option already provided with low capacity DG set of 5 & 7.5 KVA. DG set of 10 KVA and above has option for Multi cylinder, where buyers has the option to choose single or multi cylinders as per requirement.
8.	Rated RPM of Engine (RPM)	a) 1500 or b) 3000 {User to decide as per requirement at the time of indent}	To be physically checked by the BOO	RPM must be 1500 or 3000

9.	Salient features of engine	Turbo charged diesel engine/natural aspirated diesel injection fuel system is considered for DG set above 10 KVA] and [upto 10 KVA natural aspirated diesel engine (As per user requirement)	To be checked by BOO	Must have fulfil requirement
10	Type of Governor	Mechanical/electronic governor - up to 20 KVA and Electronic governor - Above 20 KVA capacity	Firm has to provide certificate from NABL accredited lab.	Mechanical/electronic upto 20 KVA, Electronic above - 20 KVA. Electronic Governor is better than Mechanical Governor for smooth operation of engine and also more efficient in terms of fuel consumption.
11	Class of Governor	For mechanical Governors of A2. Or ISO 3046/BS-5514 for Electronic Governors of A1 class with actuator shall be provided.	Firm has to provide certificate from NABL accredited lab.	Governor shall be self contained unit capable of monitoring the speed.
12	Starting Voltage	12 Volt DC	To be checked by the BOO	Starting voltage must be 12 Volt DC
13	Alternator	The alternator shall be brushless, drip-proof, screen protected as per IP-23 degree of protection.	To be checked by the BOO	Alternator IP-23 or above,
14	Class of insulation	H	Firm has to provide National accredited Lab certificate /any Indian Govt lab certificate in respect of the same.	DG set must have H class insulation.
15	Diesel tank & Fuel system	Minimum 8 hours running capacity of fuel tank.	To be checked by the BOO	Minimum 8 hours running capacity of fuel tank.
16	Fuel consumption	Fuel consumption of DG set as per manufacturer.	To be checked by the BOO	Must have the fuel consumption capacity as per specification (ISO-3046-1)
17	Automatic Voltage regulator	VG2/VG3 or better version	To be checked by the BOO	Must have required specification.
18	Noise level at 1 meter (dB)	The manufacturer shall offer to the user a standard acoustic enclosure of 75dB (A) insertion loss and also a suitable exhaust muffler with insertion loss of 75dB(A) as per CPCB-IV	To be checked by the BOO and Testing & certification of DG sets for noise compliance as per CPCB norms have to be provided from Automotive Research Association of India.	Must maintain noise level as per specification.

19	Battery & Battery charger system	Diesel Engines require high initial starting current for cranking, the industrial lead acid 12 Volt batteries of 88/100/150 AH value are normally needed. For battery charging a static battery charger is recommended. Depending upon the capacity of DG set suitable current rating of charger is selected. Normally 3 attempt starting setting is preferred for engine starting with a sequence of 6 seconds ON and 5 seconds OFF cycle.	To be checked by the BOO. NABL accredited lab certificate has to be provided.	Maintenance free to IS 14257 for high cranking performance.
20	(a) Acoustics enclosure (Sheet thickness) (b) Thickness of foam (c) Density of foam for sound insulation	(a) 1.6 to 2 millimetre (b) 25 to 40 millimetre (c) 28 to 50 Kg/m ³	To be check by BOO To be check by BOO To be check by BOO	Must fulfill requirement Must fulfill requirement Must fulfill requirement
21	Wiring	Supply, laying and termination of interconnecting power and control cable shall be done by the seller. The cable supplied shall be ISI marked heavy duty PVC insulated, armoured cable with PVC outer.	To be checked by BOO	Supplier firm has to ensure and got checked from BOO.
22	Installation & commissioning	With installation	To be checked by BOO, NABL certificate has to be submitted after commissioning.	Supplier firm has to produce the given result expected/desired.
23	Operating temperature	Ø -20° to + 55° C OR Ø -40° to + 55° C (User to decide as per requirement at the time of indent)	Firm has to provide National accredited Lab certificate /any Indian Govt lab certificate in respect of the same.	Cold starting kit mandatory

24.	Earthing	Construction of suitable earthing station and necessary connections shall be done by the seller.	To be checked by BOO	All the materials, labour required for construction of earthing station shall be supplied by the seller. The total number of earthing pits/station shall be 4 i.e. 2 for neutral and 2 for body earthing. Neutral earthing shall be done by copper plate and body earthing shall be done by G.I pipe/copper plate. Consignee should identify the place for earthing station within 10 meters of Power Generator. (Preferably chemical earthing within 10 mtrs distance of Gen Set)
25.	Warranty of complete Power Generator/DG set	24 month	To be checked by BOO	24 months from the date of installation.
26.	Warranty for running hours	5000 hrs	To be ensured by supplier	5000 hrs must
27.	Number of preventive maintenance visits offered in an year during warranty period.	At least 3 (three)	To be ensured by supplier	Ensure by supplier firm
28	Response time to attend the complaint during warranty	1 days	To be ensured by supplier	Ensured by supplier firm
29	Time duration for repairing / replacement the defective during warranty	3 days	To be ensured by supplier	Ensured by supplier firm
30	Testing	Certificate required as per CPCB norms from ARAI or authorized NABL accredited Lab	To be physically checked by BOO	Certificate required as per CPCB norms from ARAI or authorized NABL accredited Lab
31	Documents/certificates	Test report and certificate has to be provided to the buyer during bidding time on demand.	To be physically checked by BOO	Supplier firm has to ensure supply of required documents/certificate/
32	User manual	Details of specification with guidelines have to be mentioned in the user manual	To be physically checked by BOO	Firm have to produce the given items before the BOO
33	Operating manual/technical manual	Detailed operators instruction, technical literature, maintenance manual, inspection standards be provided with the requirement.	To be checked by BOO	Firm have to produce the given items before the BOO
34	Specific tools	Required tools for servicing the Gen Sets be provided by the supplier firm.	To be physically checked by BOO	Firm have to produce the given items before the BOO

* Above mentioned Specifications are the minimum specifications which are **approved by the MHA** and circulated vide **BSF letter No.63013/214/01/2024/Mod-1/BSF Dated 21/02/2025** and bidder must have comply the above specifications.

9.	A self-undertaking certificate must be uploaded alongwith bid documents in the Bidder's Official letter head regarding acceptance of GeM LD clause & Arbitration clause.
10.	Bidder should submit an undertaking as per para 7.6.8 of Manual for procurement of Goods 2024 purchaser may also debar the tenderers indulging the Cartel formation / pool rates / bid rigging / collusive bidding for a period of two years from participation in tender.
11.	<p>As per GOI, MoF DoE OM No. F.9/4/2020-PPD dated 12-11-2020, MSEs and the firms registered with concerned ministries/ departments are exempted from submission of Bid Security as per above rule. Hence the bidders are required to submit bid security declaration form (proforma given below) alongwith bid documents else liable for rejection:</p> <p style="text-align: right;">Appendix-"B"</p> <p style="text-align: center;"><u>BID SECURITY DECLARATION CERTIFICATE</u></p> <p>To,</p> <p style="padding-left: 40px;">The Dy. Inspector General of Police, Group Centre, CRPF, Adarani, Agartala, West Tripura, Tripura, Pin- 799012.</p> <p>Sir,</p> <p>Tender No. _____ Dated _____</p> <p>Name of Item/Store _____</p> <p>We M/s _____ undertake that if we withdraw or modify our bid during the period of bid's validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit a Performance Security Deposit as per terms & conditions of T/E as well as A/T before the deadline defined in bids documents, then we are liable to be suspended for the period of 02 years from being eligible to participate and submit bids for the T/E or any contract with the procurements entity (CPRF).</p> <p style="text-align: right;">Yours faithfully</p> <p style="text-align: center;">(Signature of the Authorized Signatory of Bidder, with Official Seal)</p>
12.	Bidder should submit a certificate of abiding by code of Integrity for Public Procurement (CIPP) (Rule 175 of GFR 2017 or Rule 3.2 of Manual for procurement of Goods 2024) in firm's letter head along with the technical Bid documents
13.	OEM/Bidder should submit an undertaking that business dealings with its firm have not been banned by any Min/Deptt. of Supply/Min. of Home Affairs during the currency of Bid.
14.	OEM/Bidder will upload a self declared certificate on its letter head stating that its firm has not been blacklisted by any Govt./PSU agencies during last three years and also not under liquidation/Court receivership/similar proceedings.

15. **Certificate required to be submitted by bidders :**

“I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible by the considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

Note:-

a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.

b) The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are not clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidder, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.

c) Bidder should have GeM Registration ID at the time of placement

of A/T.

16. **CERTIFICATE**

[To be submitted on Rs.100 {Rupees(INR) Hundred only} Non Judicial Stamp Paper]

I.....(Name, designation & address) of the firm (Name & address of the registered office) hereby declare that:-

a) Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 03 FY.

b) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 03 FY.

c) Our firm (including allied firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by CRPF, GEM, MHA or other Ministries (in case debarment order is applicable across Ministries) on the bid opening date. In case of default, EMD submitted by our/my firm may be forfeited.

SIGNED BY THE WITHIN NAMED

.....(INSERT THE NAME OF

THE EXECUTANTS (S) THROUGH THE HAND OF

MR.....

DULY AUTHORIZED SIGNATORY

DATED THIS.....DAY OF BEFORE ME

NOTARY ACCEPTED.....(SIGNATURE)

(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

17.	The QRs/TDs are sacrosanct and have been approved by competent authority for the instant tender. Up-gradation and improvement of the Quality of products is an ongoing process. Therefore, no representation for review of the mentioned QRs/TDs will be entertained to expedite the process of procurement so as to ensure transparency, economy and efficiency in the best interest of the Govt.
18.	Installation, testing, commissioning, configuration and training (wherever applicable as per the scope of supply) shall be carried out by the OEM / OEM-certified resource or OEM-authorized Reseller.
19.	Certificates:- ISO 9001: The bidder (OEM) of the offered products must have ISO 9001 certification. A self-attested copy of the ISO 9001 certificate shall be uploaded along with the bid documents as documentary evidence.
20.	<p>Tools, Accessories & Spare parts:- All tools, accessories, etc., required for day-to-day repair & maintenance of the machine, along with a bilingual user manual, shall be provided by the firm along with each machine.</p> <p>In addition, the manufacturer -recommended list of spare should also be provided along with each Generator Set.</p> <p>The firm shall submit an undertaking confirming that all tools, accessories, manuals and recommended spares, as required for operation and maintenance of the machine, will be supplied along with each machine, strictly as per the ATC and QRs/TDs.</p>
21.	The firm shall submit a compliance certificate for each parameter of the QRs/TDs, along with all required documents. An undertaking/compliance certificate shall be submitted clearly indicating compliance against each parameter, whether applicable, as per the QRs/TDs.
22.	The OEM shall mandatorily submit VAR, NSIC and MSME Udyam certificate for the same product.
23.	<p>Joint Receipt Inspection (JRI) : JRI will be conducted at the consignee location by the designated JRI Board/BOOs of CRPF in the presence of the firm's authorized representative. The following shall be checked during JRI:</p> <p>i) The firm shall erect, test and commission the machine, including all required civil works, at the consignee location, as specified in the QRs/TDs.</p> <p>ii) JRI shall be conducted strictly as per the QRs/TDs and AT conditions.</p> <p>iii) The JRI Board shall ensure proper installation and functioning of the machine at the consignee location as per the QRs/TDs.</p> <p>iv) Any deficiency of items as per the AT, QRs/ TDs and the list provided by the firm shall not be acceptable.</p> <p>v) No breakage or incomplete store shall be acceptable.</p> <p>vi) The JRI Board shall collect the required documents from the seller as per the QRs/TDs, ensure their correctness, and enclose the same in the JRI proceedings.</p> <p>vii) Trial run and five (05) days of free training shall be provided by the firm at the consignee location, and the same shall be reflected in the JRI proceedings.</p>
24.	An undertaking shall be submitted for providing exhaustive training to ten (10) personnel for five (05) days as master trainers on repair of electrical and mechanical parts, such as AMF panel, starter motor circuit, charging circuit and their configuration, along with maintenance and troubleshooting of the Generator Set, as mentioned in the ATC.
25.	This bid is reserved exclusively for OEMs. Non-OEM firms, including resellers and distributor firms, are not eligible to participate in the bid.

26.	Additional Clause for Comprehensive Maintenance Charges : CMC / AMC after successful completion of Warranty period.
27.	The OEM shall mandatorily submit complete Test reports and requisite certificates, issued by RAI or an authorized NABL-accredited laboratory , which shall be valid as on the date of bid opening and uploaded along with the bid. The test reports/certificates shall clearly establish compliance with all required parameters within the prescribed tolerance limits, as per the approved QRs/Specifications, and shall not be older than three (03) years from the date of bid opening.
28.	Purchaser's Discretion: (a) Purchaser reserves the right to change the consignee and change the quantity of stores allowed to them as per requirement at any stage. (b) Purchaser reserves the right to cancel/reject or Scrap the tender without assigning any reason. (c) Purchaser reserves the right to increase/decrease the quantity of store at any stage. (d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.
29.	Termination of Contract: Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases: a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery. b) The Seller is declared bankrupt or becomes insolvent. c) The delivery material is delayed due to causes of Force Majeure by more than 90 days. d) In case Performance Bank Guarantee [PBG] is not furnished within 15 days from the date of issuing of contract [supply order].
30.	This bid is floated on "No Cost, No Commitment" basis.
31.	Liquidated Damages: If the seller fails to deliver any or all of the goods/services within the original/re-fixed delivery period(s) specified in the contract, the buyer will be entitled to deduct/recover the liquidated damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods as per Para-9.3.9 of Manual for Procurement of Goods - 2024.
32.	Resultant contract will be interpreted as per Indian Law.

33.	<p><u>Force Majeure Clause:</u></p> <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic</p> <p>s, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.</p>
34.	<p>Buyer can seek online clarification from sellers against a document or generally. Bidders, whose Bids have been disqualified in technical evaluation may review the reason(s) for rejection by the Buyer and raise a one-time representation to challenge the rejection for disqualification within 48 hours after technical evaluation is completed. Buyer shall respond to all such representations before proceeding with the Financial Bid Opening.</p>
35.	<p><u>Arbitration:</u></p> <p>As per rule.</p>
36.	<p><u>Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.</u></p> <p>As per Manual for Procurement of Goods 2024 quoting of pool rates/Cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. Suitable administrative actions like rejecting the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. Thus Departments/Offices will also bring such unhealthy practice to the notice of the concerned trade associations like FICCI, ASSOCHAM, NSIC, etc. requesting them, inter alia, to take suitable strong actions against such firms. The Ministries/Departments may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/ forming cartel. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders.</p>
37.	<p><u>Franking Clause:</u></p> <p>The following Franking Clause will form part of the contract placed on successful bidder:</p> <p>a) Franking Clause in the case of Acceptance of Goods, “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract”.</p> <p>b) Franking Clause in the case of Rejection of Goods, “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods can be rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract”.</p>
38.	<p><u>PROVISIONS AS PER MINISTRY OF FINANCE, DEPTT OF EXPENDITURE (PUBLIC PROCUREMENT DIVISION) OM NO. F.NO.6/18/2019-PPD DATED 23/07/2020 ARE TO BE FOLL</u></p>

OWED:-

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I. "Bidder" (including the term 'tender', consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in a procurement process.

II. "Bidder from a country which shares a land border with India" for purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An India (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

III. The beneficial owner for the purpose of (iii) above will be as under:-

1. In case of a company of limited Liability Partnership, the beneficial owner is the nature person(s) who, whether acting along or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent or shares or capital or profits of the company.

b. "Control" shall the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements'.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting along or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control o

r ownership.

IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

अस्वीकरण/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. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six

months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

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

Total Cost for evaluation=

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

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

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

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

8.5. The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

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

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

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

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on

quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---