



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4118981 Dated/दिनांक : 31-10-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-11-2023 14:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-11-2023 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance	
Department Name/विभाग का नाम	Regional Rural Banks	
Organisation Name/संगठन का नाम	Odisha Gramya Bank	
Office Name/कार्यालय का नाम	Head Office	
Total Quantity/कुल मात्रा	9	
ltem Category/मद केटेगरी	Utility Vehicles (V2) (Q1)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), 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	

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता No	
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(a). 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./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 बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

General Manager GA Department, Head Office, Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar (Odisha Gramya Bank)

#### Splitting/विभाजन

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

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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / 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.

6. 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

# Utility Vehicles (V2) (9 pieces)

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic Parameters	Description of store	A vehicle used for carriage of passengers, comprising, not more than Eight seats for M1, not more than fourteen seats for M2 and not more than Six seats for N1 in addition to the driver's seat.	
	TYPE OF BODY	SUV	
	Vehicle Engine Capacity (cc)	1493.0 Or higher	
	Vehicle Emission Complaince	BS-VI	
	Type of Fuel	Diesel	
	Vehicle Colour type	Both solid and metallic	

Specification Name/विशिष्टि का नाम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
	Colour of the vehicle	White	
	Vehicle Mileage ( declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (in KM/Litre)	16.7 - 50.0 Or higher	
	Engine Gradeability (Degree)	10.2	
	Air Conditioning	With	
	Engine BHP	75.0 Or higher	
	Number of Cylinders in Engine	3.0 - 10.0 Or higher	
	Ground Clearance (mm)	180.0 Or higher <b>(millimeter)</b>	
	Wheel Base	2680.0 - 5000.0 Or higher <b>(millimeter)</b>	
	Kerb Weight	1570.0 - 5000.0 Or higher <b>(kilogram)</b>	
	Gross Vehicle Weight	2220.0 - 5000.0 Or higher <b>(kilogram)</b>	
	Type of Vehicle Tyre	Radial	
	Vehicle Transmission System	Manual	
	No of Speed/ Forward Gears	5.0 - 10.0 Or higher	
	Type of Wheel drive	Two Wheel drive( Front Wheel, Two Wheel Drive( Wheel Or higher	
	Drive Axle	Front, Rear, Front and rear Or higher	
	Type of Steering	Power Or higher	
	Front Vehicle Brake	Disc Brake Or higher	
	Vehicle Brake ABS Fitted	Yes Or higher	
	Rear Vehicle Brake	Drum Brake, Disc Brake Or higher	
	Vehicle Air Intake System	TurboCharged	
	Driver Airbag	Yes Or higher	
	Vehicle Gradeability (in Degrees)	10.2 - 50.0 Or higher	
Performance Parameters	Warranty Time (Months)	36 Or higher	
ומומווופנפוא	Battery Warranty (Months)	12`, 24, 36 Or higher	
	No of Free Services	3.0 - 20.0 Or higher	
Constructional Parameters	Length of Vehicle Body	3995.0 <b>(millimeter)</b>	
raiameters	Width of Vehicle Body	1745.0 (millimeter)	
	Height of Vehicle Body	1880.0 (millimeter)	
	Type of Wheel	Simple	

Specification Specification Name/विशिष्टि का नाम		Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Co -Driver Airbag		Yes Or higher	
Side Airbag Rear		Yes, No Or higher	
	Rear seatbelt	Yes Or higher	
Leather Seats		Yes, No Or higher	
	Day & Night View Mirror	With Or higher	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mamita Parida	751030,Odisha Gramya Bank Head Office Gandamunda Khandagiri Bhubaneswar	9	90

### Buyback Detail

Item Name	Mahindra Bolero DI
Item Description	Mahindra Bolero DI
Serial No.	MA1XB2GHKC3F41695
Model	Bolero DI
Brand	Mahindra
Year of Manufacturing	2012
Purchase On	2012-08-31
Age	
Size	
Rating	
Quantity	8
Unit	unit
Remark	8 units of Mahindra Bolero DI and 1 unit of Mahindra Scorpio M2DI-2WD

Uploaded Image	View Uploaded Image
Disclaimer/अस्वीकरण The vendor will be responsible for the un-installati	on of Buyback items.

#### Buyer added Bid Specific Additional Scope of Work

<b>S.No.</b> क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Scope of Work <u>View</u>	Scope of Work	Utility Vehicles (V2)(9)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# Special terms and conditions-Version:2 effective from 27-07-2023 for category Utility Vehicles (V2)

#### 1. SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the Automobile categories mentioned below for enlisting of products in GeM market and for procurement through Direct Procurement mode only. The STC would supersede the General Terms and Conditions (GTC) in respect of the conditions mentioned below for the below categories.

#### **Automobile Categories**

- 1. Ambulances R
- 2. Automotive Chassis Fitted with Engine
- 3. Built Up Trucks (V2)
- 4. Buses
- 5. Cars (V2)
- 6. Troop Carrier Police Vehicles
- 7. Two Wheeler Motorcycle, Scooter and Moped (V2)
- 8. Utility Vehicles (V2)
- 9. Water Truck Cabin Truck with Water Tank

#### **Special Terms and Conditions**

- 1. Only manufacturers of the vehicles are allowed to upload their vehicle models in above categories.
- 2. Manufacturers must give/ensure below mentioned minimum discount on the prevailing MRP across all locations while enlisting their products on GeM:

		Minimum
SI. No	Vehicle category	Discount percentage
1	Ambulances-R	12%
2	Buses	20%
3	Automotive Chassis Fitted with Engine	15%
4	Built Up Trucks (V2)	15%
5	Troop Carrier Police Vehicles	15%
6	Water Truck Cabin Truck with Water Tank	15%
7	Cars (V2)	12%
8	Utility Vehicles (V2)	12%
9	Two Wheeler - Motorcycle, Scooter and Moped (V2)	12%

Seller may also offer additional slab discount for higher quantity.

- 3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers while offering their products on GeM. The seller may quote freight charges extra on per km basis or include freight charges in the total price offered for the catalogue. In both the cases, the seller will indicate applicable freight charges in the catalogue (zero in case freight is inclusive). The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model.
- 4. In the scenario where the freight charges are quoted separately, the freight charges shall be calculated by the seller at the time of invoicing by multiplying distance with freight per KM indicated in contract specification. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of freight charges as worked out by multiplying per KM freight charges with distance as mentioned above. The Contract will indicate the total amount inclusive of all taxes only without freight charges. Therefore, while blocking the amount, additional funds in the range of 2% to 14%shall be blocked over and above the total price inclusive of all taxes to cover the fund requirement for freight charges on approximate basis.
- 5. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, the Contract will indicate the total amount inclusive of all taxes and freight

charges. Therefore, while blocking the amount, buyer may select 0% as the additional funds to be blocked over and above the total price.

- 6. Seller can decline the order in case the freight charges payable by buyer are less than applicable and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM. Therefore, buyer is advised to select appropriate percent of freight charges while blocking the funds. However, the payment of freight charges to the seller would be as per actuals and is not linked with percent of funds blocked in lieu of freight charges.
- 7. Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Ambulances, Troop Carriers, Water Tankers, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.
- 8. All manufacturers of Automobiles may upload their vehicles on GeM as per above guidelines. These guidelines are applicable only to GeM and Government Buyers shall utilize the portal for making on-line purchases through GeM.
- 9. Ceiling of direct buying as mentioned in GTC will not be applicable for vehicles under above Automobile categories. As such, buyers may go for Direct Purchase even beyond Rs. 25,000/- for these categories. For any bulk purchases, a comparison of rates and discounts may be made for similar vehicles and bidding may be considered as the preferred option.
- 10. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and also will not be entertained by GeM.
- 11. No Government Buyer Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc. shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

#### <u>Note</u>

- 1. Even though direct purchase is permitted for the above-mentioned categories, buyer may decide to go for bidding as per his requirement.
- 2. In case of bidding for the above-mentioned automobile categories, buyer is advised to exempt the OEMs from submission of Earnest Money Deposit and Performance Security.
- 3. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.

# Buyer Added Bid Specific Terms and Conditions/केत बग

जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

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

#### 2. Generic

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

GAD Head Office Odisha Gramya Bank Gandamunda Khandagiri Bhubaneswar Odisha

#### 3. 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.

#### 4. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 5. 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 %.

#### 6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here to view the file</u>

#### 7. 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.

#### 8. Generic

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

#### 9. Generic

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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 10. 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

#### 11. Generic

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

#### 12. 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.

#### 13. 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.

# 14. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Seat Cover for all seats, Mud Guard all wheels, Floor Mat, Stearring Cover, Roof C arrier

#### 15. 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.

# 16. **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.

# 17. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liguidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

# 18. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Odisha Gramya Bank payable at Bhubaneswar

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 19. Financial Criteria

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

#### 20. 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)

#### 21. 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.

# 22. 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)	nv seller at	on Erosh	COST OT	items (E)	the time of invoice by	of the
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.

# 23. 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.

# 24. Service & Support

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

# 25. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

#### OEM warrantee for Engine for 5 years

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

# 26. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant

Order / Office Memorandum issued by DPIIT in this regard.

- Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 होगा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कान्ट्रन के अनुसार आगे की कान्ट्रनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---