

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-06-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-06-2026 17:30:00
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	38
वस्तु श्रेणी /Item Category	Diesel Power Generator (up to 900 KVA) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	103 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	824 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,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Diesel Power Generator (up to 900 KVA)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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
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	412120

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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 Central Sector

Dte. Genl., Central Armed Police Forces, Central Reserve Police Force (CRPF), Ministry of Home Affairs  
(Shiv Shankar Upadhyay)

**UIN Number NCTGC2415P**

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
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
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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 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. 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

### **Diesel Power Generator (up To 900 KVA) ( 34 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 केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
Installation Configuration	<b>Power Generator Installation Configurations as per CPWD General Specifications for Electrical Works - Part VII (DG Set)</b>	Fixed (Power Generators are permanently installed)", Transportable (Skid Mounted) (Power Generators are not permanently installed)", Mobile (Trailer mounted) (Power Generators having an integral chassis fitted with wheels) "
Ratings	<b>Nominal Rated Capacity (in kVA)</b>	10
Engine	<b>Rated Engine Power (kWm)</b>	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
	<b>Type of Governor</b>	Mechanical, Electronic Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Rated Engine Speed (in RPM)</b>	1500, 3000
	<b>Type of Fuel</b>	High Speed Diesel (HSD)
Alternator	<b>Voltage Regulation Grade</b>	VG 1, VG 2, VG 3 Or higher
Control Panel	<b>Type of Control Panel</b>	Manual Control Panel, AMF Control Panel
Trailer	<b>Availability of Trailer</b>	Yes, NA for Fixed/Skid Mounted Power Generator

**Additional Specification Parameters - Diesel Power Generator (up To 900 KVA) ( 34 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
All Specification /Lab Test Report/OEM Certificate etc	i) Must be met all the parameters of MHA approved QRs/TDs circulated vide No.P.630138155/02/2024/Mod-I/BSF/627-30 dated 21/02/2025 which is uploaded with GeM e-bid
Enginee Cooling	Liquid cooled

\* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Satish Kumar Dubey	224001,Commandant 63 Bn, CRPF, Naveen Mandi, Faizabad, U.P.- Pin- 224001	4	90
2	Hari Mohan Mishra	244901,Commandant 239 Bn, CRPF, At GC CRPF Campus, Rampur, Pin- 244901	4	90
3	Nitin Kumar	281001,Commandant 16 Bn, CRPF, Ranchi Banger, Mathura, U.P- 281001	7	90
4	Devendra Nath Yadav	226012,Comdt. 93 Bn, CRPF, LDA Colony, Sector-G, Ashiyana, Lucknow ,UP, Pin Code- 226012	5	90
5	Balapurkar Rajeshwar S	221007,Commandant 95 Bn, CRPF, New pahariya Mandi Sarnath Road, Pandey Pur, Baranasi, U.P, Pin- 221007	7	90
6	Indrani Yadav	226002,233(Mah) Bn CRPF, GC CRPF Campus, Bijnore, Lucknow (UP) 226002	7	90

## Diesel Power Generator (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 केटेगरी 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)
Installation Configuration	<b>Power Generator Installation Configurations as per CPWD General Specifications for Electrical Works - Part VII (DG Set)</b>	Fixed (Power Generators are permanently installed)", Transportable (Skid Mounted) (Power Generators are not permanently installed)", Mobile (Trailer mounted) (Power Generators having an integral chassis fitted with wheels) "
Ratings	<b>Nominal Rated Capacity (in kVA)</b>	30
Engine	<b>Rated Engine Power (kWm)</b>	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
	<b>Type of Governor</b>	Mechanical, Electronic Or higher
	<b>Rated Engine Speed (in RPM)</b>	1500, 3000
	<b>Type of Fuel</b>	High Speed Diesel (HSD)
Alternator	<b>Voltage Regulation Grade</b>	VG 1, VG 2, VG 3 Or higher
Control Panel	<b>Type of Control Panel</b>	Manual Control Panel, AMF Control Panel
Trailer	<b>Availability of Trailer</b>	Yes, NA for Fixed/Skid Mounted Power Generator

### Additional Specification Parameters - Diesel Power Generator (up To 900 KVA) ( 4 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
All Specification/Lab Test Report/OEM Certificate etc.	Must be met all the parameters of MHA approved QRs/TDs circulated vide NO. P.63013/155/02/2024/Mod-I/BSF/627-30 dated 21/02/2025 which is uploaded with GeM e-bid.
Enginee Cooling	Liquid cooled

\* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Hari Mohan Mishra	244901,Commandant 239 Bn, CRPF, At GC CRPF Campus, Rampur, Pin- 244901	1	90
2	Devendra Nath Yadav	226012,Comdt. 93 Bn, CRPF, LDA Colony, Sector-G, Ashiyana, Lucknow ,UP, Pin Code- 226012	1	90
3	Balapurkar Rajeshwar S	221007,Commandant 95 Bn, CRPF, New pahariya Mandi Sarnath Road, Pandey Pur, Baranasi, U.P, Pin- 221007	1	90
4	Indrani Yadav	226002,233(Mah) Bn CRPF, GC CRPF Campus, Bijnore, Lucknow (UP) 226002	1	90

## 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

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 4. 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.

### 5. Generic

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

## 6. **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.

## 7. **Service & Support**

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

## 8. **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.

## 9. **Certificates**

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

## 10. **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)

## 11. **Generic**

Scope of supply includes Training: Number of employees to be trained

30

, Place for Training

At Consignee location

and Duration of training

5

days.

## 12. **Warranty**

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

## 13. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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

Buyer Added text based ATC clauses

### **Buyer Added Bid Specific ATC**

**1. The Minimum average annual Financial Turnover** of the bidder during the last three years i.e 2023-24, 2024-25 & 2025-26, ending on 31 st march of e

ach 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 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 bidders 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 criterion. The net worth of the bidder firm should not be negative on 31/03/2024. Further, Certificate of CA Cost auditor can be verified with UDIN.

**2. 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 i.e. **Power Generator sets only** to any Central/State Govt. Organization/PSU Public Listed Company for number of 03 (Three) Financial years i.e. 2023-24, 2024-25 & 2025-26 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.

**3. OEM TURN OVER CRITERIA:** - The minimum average financial turnover of the OEM of the offered product during the last three financial years i.e 2023-24, 2024-25 & 2025-26 ending on 31 st March of the previous financial year, should be as indicated in the bid documents. Documentary evidence in the form of 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria, Further, Certificate of CA/Cost auditor can be verified with UDIN.

**4. Preference to Make In India Products (For bids <200 Crore):** Preference shall be given to class 1 local suppliers as defined in public procurements (Preference to make in India). Order 2017 as amended from time to time and its subsequent order/Notifications issued by concerned Nodal Ministry for specific Goods/ Products. The Minimum local content to quality as a class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, he 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 16/09/2020. Only Class-II Local Suppliers as per MII order dated 16/09/2020 will be eligible to bid. Non-Local suppliers as per MII order dated 16/09/2020 are not eligible to participate. However eligible micro and small enterprises will be allowed to participate. In case Buyer has selected purchase preference to Micro and Small Enterprises clause in the bid. Same will get precedence over this clause.

**5. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSE as defined in Public Procurements 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 Order/Notification issued by concerned Ministry. If the bidder wants to avail the purchase preference, the bidder must be manufacture of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurements Policy for Micro and Small Enterprises. In respect of bid for services, the bidder must be the service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE seller (s) has /have quoted price without L-1 +15%

(Selected by Buyer) or margin of purchase preference/ price band defined in relevant policy, such seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by buyer percentage of total Quantity).

Further, MoF OM dated 18/05/2023 has elaborated concurrent application of PPP for MSE and MII.

**6. Past Performance:** The bidder or its OEM should have supplied same or similar category Products i.e **Power Generator Set only** will be accepted on bid opening date to any Central/State Govt. Organization/PSU/Public Listed Company. Copies of relevant contract (Proving supply of cumulative order quantity supplied in the last three Financial Year 2023-24, 2024-25 & 2025-26. In case of bunch bids the related to primary product having highest bid value should meet this criterion.

**7. Bidder are required to be submitted, Copy of Supply/Contract** order, Consignment Receipt and acceptance certificate (CRAC), Installation Certificate. In support of Past performance and experience clause mentioned in the bid documents.

### PERFORMANCE STATEMENT

Name of Bidder:.....  
 .....

S/No	Organization which placed Purchase order to bidder. Mention order No. & date.	Item/service name in details	Qty	HSN Code	Value in INR	CRAC/Inspection Note No. and Date.
1						
2						

**NOTE: PLEASE READ PAST PERFORMANCE, EXPERIENCE TERMS AND CONDITION OF IBID GEM BID DOCUMENT.**

**8. Inspection of stores by nominated inspection Authority /Agency of their authorized representatives: -**

a) An independent third-party professional inspection body can help buyer in mitigating buyers risk with pre dispatch/ post -dispatch inspection in order to ensure that equipment components, solution and documentation conform to contractual requirements. The buyer has a right to inspection goods in reasonable documentation conform to contractual requirements. The buyer has

a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/charge (as per agreed between buyer and inspected agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the inspection officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the inspecting officer. For reimbursement seller has to submit proof of payment to inspection agency.

b) Seller/OEM shall send a notice in writing/e-mail to the inspecting officer /inspection agency specifying the place of inspection as per contract and the inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative/inspection authority regarding acceptance/ rejection of consignment shall be final and binding on the seller.

c) The seller shall provide, without any extra charges, all materials, tools, labour and assistance of every kind which the inspecting officer may demand of him for any test, and examination, other than special or independent test which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

d) The seller shall also provide and deliver store/sample form consignment under inspection free of charges at any such place other than his premises as the inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/independent tests.

e) In the event of rejection of stores or any part thereof by the inspection officer based upon testing outside owing to lack of testing facility at seller's premises, the seller shall on demand pay to the buyer the costs incurred in the inspection and / or tests costs of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

f) Inspecting officer shall have the right to put all the stores or materials for any part of the same or any part thereof to such tests as he may deem to be fit and proper as per QAP /governing specifications. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by inspecting officers. Unless otherwise provided for in the contract, the quantity of the stores or materials used in the testing will be borne by the seller.

g) Inspecting officer is the final authority to certify performance /accept the consignment. The inspecting officers. Decisions regarding the rejection of stores shall be final and binding on the seller.

h) The seller if so, required at his own expense shall mark or permit the inspecting officer to mark all the approved stores with a recognized Government of purchaser marks.

## **9. Certificates:**

(i) **OEM should submit a MII certificate** showing clear percentage of local content with details of locations where this value addition is made along with bid documents.

- (ii) **Bidder shall submit the following documents** along with their bid for Vendor Code Creation:
- a) Copy of PAN Card, Copy of GSTIN.
  - b) Copy of Cancelled Cheque.
  - c) Copy of EFT Mandate duly certified by Bank.
- (iii) **OEM/Bidder is required to furnish an undertaking** that their offered products is meeting all the required parameters of approved QRs/TDs, buyer added Bid specific Additional Terms & conditions.
- (iv) **Authorized Bidder/Dealers have to submit authorization certificate** of warranty from manufacturer with regard to instant store being purchased apart from authorization of dealership.
- (v) **Warranty of Complete Power Generator set (DG Set)** should be 24 months and in this regard an undertaking for warranty of complete Power Generator Set (DG set) should be uploaded by bidder and it's OEM along with bid documents.
- (vi) **Warranty of running hours of Power Generator set (DG set)** should be 5000 Hours and in this regards an undertaking should be uploaded by bidder and it's OEM along with bid documents.
- (vii) **Undertaking for providing exhaustive training** to 30 No's personnel as master trainer on repairing Electrical & Mechanical parts like AMF panel. Start motor circuit, Charging Circuit & their configuration etc. along with maintenance and troubleshooting of Generator set mentioned in ATC.
- (viii) **Undertaking for providing 08 years' service** support after completion of warranty period.
- (ix) **OEM/Bidder should submit and undertaking that business** dealing with is firm have not been banned by any Min/Deptt. Of Supply/Min. of Home Affairs during the currency of Bid.
- (x) Resultant contract will be interpreted as per Indian Laws.
- (xi) **Financial criteria: Net worth certificate** , Net-worth of Bidder or its OEM should be positive as per last audited financial **statement i.e upto 31/03/2025** bidder or its OEM should upload Net worth Certificate issued/verified by CA/Cost auditor and same will be verified online through UDIN.
- (xii) **Bidder must submitted Trade licenses** and storage licenses of subject product issued by the concern state authorities.
- (xiii) **Brand verification:** Bidder should upload **Trademark Class 7** registration certificate of subject product and the name of the product must be clearly mentioned in the Description box of subject certificate.
- (xiv) **ISO 9001: 2015** The bidder or the OEM of the offered products must have quality maintenance system with **ISO 9001: 2015** certification or latest version from authorized agencies to be uploaded along with the bid. Certificate issued in the name of address of the manufacturing facility mentioned in company registration form and Manufacturer (in case of Multiple manufacturing facilities, ISO of all the manufacturing facilities must be enclosed).
- (xv) **ISO 14001 : 2015** The bidder or the OEM of the offered products must have environment Management System with ISO 14001-2015 certification or late

st version from authorized agencies to be uploaded along with the bid, certificate issued in the name and address of the manufacturing facility mentioned in company registration form and Manufacturer (in case of Multiple manufacturing facilities, ISO of all the manufacturing facilities must be enclosed).

(xvi) **ISO 14025 : 2015** The bidder or the OEM of the offered products must have environment Management System with ISO 14025-2015 certification or latest version from authorized agencies to be uploaded along with the bid, certificate issued in the name and address of the manufacturing facility mentioned in company registration form and Manufacturer (in case of Multiple manufacturing facilities, ISO of all the manufacturing facilities must be enclosed).

(xvii) **Undertaking on letter head “Engine & Alternator should be of same brand to get single window service.”**

(xviii) **Supplier shall furnish complete & satisfactory TTC for engines**, alternator complete with enclosures to be used by them for each rating of the items clearly identifying make, model & ratings of the items tested, to the concerned D(QA) at the time of pre dispatch inspection. The TTC shall be from any government Lab types tested conducted by the rep of concerned D(QA) at the firms premises shall also be acceptable. The TTC of 3 phase alternators shall cover unbalanced load test as per cl.24 of IS:13364 (pt.1 or pt.2) 992 (reaffirmed 2003) as applicable.

(xix) **DG sets shall meet the requirements of environmental** (protection) rules 1986 as laid down by Min. of environment & forests with GSR 37 (E) dated 17.2.2002, GSR 520 (E) dated 01.07.2003 and No. 448 (E) 12.07.20014 in respect of noise and emission norms.

**10. Termination of contract-** 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:

- a) The Seller fails to comply with any material term of the Contract.
- b) 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.
- c) 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.
- d) The Seller becomes bankrupt or goes into liquidation.
- e) The Seller makes a general assignment for the benefit of creditors.
- f) A receiver is appointed for any substantial property owned by the Seller.
- g) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**11. Bidders have to submit ‘Bid Security Declaration Certificate’** in the following format in lieu of Earnest Money Deposit along with bid documents: -

**BID SECURITY DECLARATION CERTIFICATE**

To,

The Inspector General of Police  
Central Sector, CRPF, Lucknow

Sir,

Tender/Bid No. **GEM/2026/B/7488528**  
April 2026

Dated the

Name of Items/Store: **Diesel Power Generator Set-10 and 30 KVA**

We, M/s \_\_\_\_\_ GeM Vendor Code No. \_\_\_\_\_  
\_\_\_\_\_ 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 and 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 periods of 02 years from being eligible to participate and submit bids for the T/E or any contract with the Procurement Entity (CRPF).

Your  
faithfully

(Signature of the Authorized signatory)

Of bidder with Official Seal)

## **12. 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) percent 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) percent of the value of delayed goods as per Para-9.3.8 & 9.3.9 of Manual for Procurement of Goods-second edition 2024.

## **13. Performance Bank Guarantee: -**

Successful bidder/supplier firm is required to deposit Performance Bank Guarantee (PBG) and that will remain valid upto 03 months after Guarantee/ Warrantee from the date of delivery of the last consignment of said goods to the purchaser.

## **14. PRE-DISPATCH INSPECTION (PDI)**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the SELLER): Before dispatch, the goods will be inspected by (**CRPF BOOs**) at Seller premises for their compliance to the contract specifications. Fee/Charges ta

ken by the External inspection Agency and any external laboratories testing charges shall be borne by the "SELLER". For in house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through email about readiness of goods for pre dispatch inspection and Buyer will notify the Seller about the conveying of approval for External Inspection Agency. 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 Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 15 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in conducting inspection beyond 15 days from the date of receipt of an email offering the goods for inspection shall be on the part of the buyer and shall be regularized without Liquidated Damages. Cost of inspection / testing shall be factored in by the supplier in the cost of the product itself while submitting bid. The tests AS PER QR SPECIFICATION PROVISIONED IN BID are required to be conducted during pre-dispatch inspection of Diesel Generator Sets as per mentioned KVA in BID with accessories.

## **15. DECLARATION FOR INSPECTION AGENCY (PDI)**

**(On Firm's letter head)**

**Tender/BID No. GEM/2026/B/7488528  
April 2026**

**Dated the**

Name of Item/Store: **Diesel Power Generator Set- 10 and 30 KVA**

I, ..... (Name & Designation) of M/s. .... (Name of firm) hereby declare that, I have understood that as per bid documents at column "Inspection Required", it is mentioned "No" which is due to non-availability of name of the Inspection Agency at GeM System. I, understand that, in fact inspection is required and I have read the conditions mentioned in Bid Specific Additional Terms and Conditions (including Buyer Added text based ATC clauses & Buyer uploaded ATC documents) and agree to get the stores inspected before dispatch (PDI) from (**CRPF OWN BOOs**) (Mechanical / chemical testing).

Signature.....

Name of firm M/s.....

Designation.....

(with seal & stamp)

**16. BIDDER should enclose complete UDYAM /UDYOG Aadhar Registration Certificate having registered with NSIC code -2710, Sub Class 2710 1 and reseller/wholesaler/distributor should have registered with NSIC Code 4659 and sub class 46593.**

## **17. Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.**

As per Para 8.1.13 of Manual for Procurement of Goods 2022, 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 will be severely discouraged with strong measures

es. Suitable administrative action like rejection 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. Ministries/Departments will also bring such unhealthy practice to the notice of the concerned trade association 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. Purchase may also debar the tenders indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the purchaser.

**18.**

### **CERTIFICATE**

(To be submitted On Rs 100 Non Judicial Stamp Paper)

For GeM Bid **No GeM/2026/B/7488528**

Date.....

...

Name of Item/Store: **Diesel Power Generator Set-10 and 30 KVA**

I, \_\_\_\_\_ (Name, designation & address) of the firm \_\_\_\_\_ (Name & address of the register office) hereby declare that

- a) Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 3 FY.
- b) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 3 FY.
- c) Our firm (including allied firms, partners, proprietors, directors) is not under debarment (blacklisted /banned/suspended etc.) by CRPF, GEM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of bid opening date. In case of default, EMD submitted by our/my firm will be forfeited.
- d) Our firm has not submitted any fake or misleading documents in this bid or any other bid in last 3 FY and no incident raised in this regard.

SIGNATURE

Above undertaking certificate is essential condition failing which offer of the firm is liable for rejection. Above undertaking certificate will be valid only on e-stamp paper. If e-stamp paper facility is not available in the state and undertaking certificate is submitted on normal stamp paper, then same should be mentioned on normal stamp paper that e-stamp paper facility is not available in the state. Stamp paper should not be older than Bid publishing date and not after Bid end date otherwise bid will be rejected.

**19. Terms and conditions of performance security, duties and taxes, integrity pact, Guarantee and warrantee, consignee's right of rejection, payment terms, terms of delivery, liquidated damages, force majeure conditions, dispute resolution, Arbitration, termination for default, grounds for administrative action of seller, one bid per bidder etc clauses shall be as mentioned in GEM GTC/**

ATC.

**20. Payment terms: 100% payment would** be released to the supplier after completion of supplies of all the DG Sets and after imparting training by firm.

**21. Tools, Accessories & Spare parts:** All tools, accessories etc. required for day-to-day repair & maintenance of DG Set user manual in bilingual, shall be provided a/w each DG Sets by firm/vendor.

**22. Bidders are advised to check applicable GST** on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**23. FALL CLAUSE-** The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any person/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the contract is completed.

**24. Force Majeure Clause: -**

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, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after 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 to such non-performance 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, brought 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 prior concurrence of the purchaser elect to retain.

**25. 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 s

tore at any stage in accordance with chapter 7 Para 7.6.3 & 7.6.4 of Manual for Procurement of Goods second edition 2024.

- d) Purchaser reserves the right to get the manufacturing capacity of all firm re-verified irrespective of registration status.

**26. Franking Clause:** - The following Franking clause will form part of the contract placed on successful bidder: -

- 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".
- 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".

**27. 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 followed: -**

i) "Bidder" (including the term 'tenderer', '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 the 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 Indian (or other) agent of such an entity; or
- f. A natural person who is a 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 or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

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

**28. Online queries/complaints/representation** may be preferred by the bidders on the GeM window only within the prescribed terms schedule of 03 days which will be examined by the competent authority as per extant rules and a suitable reply will be sent to the relevant tenderers and will also be uploaded on GeM portal.

#### 15. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such

suspension period has already expired.

4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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---**