



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5772949 Dated/दिनांक : 17-02-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-03-2025 18:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-03-2025 18:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	04-03-2025 18:00:00     04-03-2025 18:30:00     Image: transmission of transmission			
Department Name/विभाग का नाम	04-03-2025 18:00:00     04-03-2025 18:30:00     180 (Days)     Gujarat     Urban Development And Urban Housing Department Gujarat     N/a     Bhavnagar Municipal Corporation     buyer2.sbm.bhavnagar@gembuyer.in     5     Fire Breathing Apparatus with Trolley (SCBA) as per IS 10245 (Part 3) (Q3)     10 Lakh (s)     3 Year (s)     d     No			
Organisation Name/संगठन का नाम	N/a			
Office Name/कार्यालय का नाम	Bhavnagar Municipal Corporation			
क्रेता ईमेल/Buyer Email	buyer2.sbm.bhavnagar@gembuyer.in			
Total Quantity/कुल मात्रा	5			
ltem Category/मद केटेगरी				
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)			
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	10 Lakh (s)			
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No			

Bid D	Details/बिड विवरण
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο
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
Arbitration Clause	No
Mediation Clause	No

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	65000

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00	
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	40	

(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 विनिर्माता 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 :

Municipal Commissioner - Bhavnagar 1st Floor, Drainage Department, Bhavnagar Municipal Corporation, Opp Shiva Blessings, Sir Mangalsihji Road, Near Kalanala Circle, Bhavnagar - 364001 (Municipal Commissioner - Bhavnagar)

### **UIN Number NCTGC2415P**

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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 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.
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 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.

3. 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.

4. 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. 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.

## Fire Breathing Apparatus With Trolley (SCBA) As Per IS 10245 (Part 3) ( 5 pieces )

Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
CONSTRUCTION Minimum air supply capacity of first stage pressure reducer		300 LPM
	LDV air supply capacity	300 LPM
	Air Cylinder material (Non Corrosive)	Carbon composites with Aluminum alloy liner
	PESO approval Type for cylinder	Type 2
PERFORMANCE Water Capacity of each Breathing Apparatus cylinder		6.8 <b>(liter)</b>
	Charging Pressure	251 Bars to 300 Bars
CERTIFICATION	Warranty / Guaranty	1, 2, 3 <b>(year)</b>

# Additional Specification Parameters - Fire Breathing Apparatus With Trolley (SCBA) As Per IS 10245 (Part 3) ( 5 pieces )

Specification Parameter Name	s & Price shall be quoted accordingly. AND Trolley Hose connections for linders to be mounted on the trolley with individual Non- Return Valve /) and Bleed valve for each cylinder. A 'Bleed valve' is required in the of NRVs to release pressure in the line for disconnecting the cylinder ars	
Breathing Appratus with trolley shall be	(1) Trolley M.O.C. – SS 304 Steel (2) Trolley Shall be With 2 cylinders for 1 users & Price shall be quoted accordingly. AND Trolley Hose connections for 2 cylinders to be mounted on the trolley with individual Non- Return Valve (NRV) and Bleed valve for each cylinder. A 'Bleed valve' is required in the line of NRVs to release pressure in the line for disconnecting the cylinder	
Warranty Shall be	3 Years	
Certifications	(1) Full trolley Set as per 10245 (Part 3) (2) Full Face Mask conforms to IS 14166 latest, (3) Cylinder: PESO Approved / Certified (4) Hoses: As per SAE J 517 / EN 854 Standards	
Rates	Rates shall include all Taxes, Transit Insurance, Transportation & Third Party Inspection Charges etc	

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

## 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	

ConsigneeS.No./क्र.Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	N. B. Vadhvaniya	364001,1st Floor, Drainage Department, Bhavnagar Municipal Corporation, Opp Shiva Blessings, Sir Mangalsihji Road, Near Kalanala Circle, Bhavnagar - 364001	5	45

# Special terms and conditions-Version:1 effective from 05-11-2024 for category Fire Breathing Apparatus with Trolley (SCBA) as per IS 10245 (Part 3)

#### 1. Applicable PESO Rules:

Petroleum and Explosives Safety Organisation is a nodal agency for regulating safety of hazardous substances such as explosives, compressed gases and petroleum. The relevant rules for delivery or dispatch of cylinders or possession of cylinders under Gas Cylinder Rules 2016 framed under Explosives Act, 1884 administered by this Organization, are given below.:

Rule 10 : Restriction on delivery or dispatch of cylinder:- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such gas cylinder or to his authorised agent unless he is exempted under these rules to possess compressed gas cylinder without a licence.

(2) The gas cylinder delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorised to possess under these rules.

(3) Nothing in sub-rules(1) and (2) shall apply to the delivery or dispatch of gas cylinder to the defence forces of the Union, port authorities or railway administration and other paramilitary forces:

Provided that this sub-rule shall not be applicable for co-operative societies run by the welfare associations of these organisations.

Rule 43: Licence for filling and possession (1) No person shall fill any cylinder with compressed gas and no cylinder filled with compressed gas shall be possessed by anyone except under and in accordance with the conditions of a licence granted under these rules.

(2) The licensee shall be responsible, for all operations connected with the filling and possession of cylinders in the licensed premises.

Rule 44: No licence needed for possession in certain cases.- Notwithstanding anything contained in rule 43, licence shall not be necessary for-

(a) possession of any cylinder filled with a compressed gas by a carrier or other person for the purpose of transport in accordance with the provisions of these rules;

(b) possession of cylinders for own use and not meant for sale or trading filled with,-

(i) any flammable and non-toxic gas when the total number of cylinders containing such gas does not exceed twenty five or the total weight of gas does not exceed 200 kg., whichever is less, at a time;

(ii) any non-flammable non-toxic gas when the total number of such cylinders does not exceed two hundred at a time;

(iii) any toxic gas when the total quantity of such cylinders does not exceed five at a time;

(iv) acetylene gas contained in cylinder in dissolved state when the total quantity of such cylinder does not exceed twenty five at a time.

(c) The provisions of sub-clause 44(b) shall not be applicable for liquefied petroleum gas when the total quantity of gas does not exceed 100 kg at a time for own use, distribution or sale from a sales room belonging to the dealer or distributor of respective oil marketing company.

Notwithstanding anything contained in rule 43, licence shall not be obligatory for working places where LPG cylinders are directly connected to the manifold, but the requirements of IS :6044 Part-1 shall be complied with ,such manifold installations and shall be constructed adapting the sound engineering practices and the quantity of the LPG at any point of the time shall not exceed the limits prescribed in IS-6044 Part-1.

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा 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 % 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 (Increased quantity  $\div$  Original quantity)  $\times$  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

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

Garage Section of Drainage Department Bhavnagar Municipal Corporation Near LIC Building Nilambaug Circle Bhavnagar -364001

#### 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 1 years residual market life i.e. the offered product shall not be declared end-oflife 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

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.

#### 7. 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 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.

#### 8. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 9. 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.

#### 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

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

#### 12. Generic

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

13 , Place for Training Bhavnagar and Duration of training 2 days.

#### 13. Generic

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

#### 14. Generic

The seller is required to print logo as per buyer's requirement.

#### 15. 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.

#### 16. 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.

#### 17. 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)

#### 18. Turnover

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

#### 19. Turnover

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

#### 20. **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.

#### 21. 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.

#### 22. Service & Support

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

#### 23. Service & Support

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

#### 24. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

RITES

Post Receipt Inspection at consignee site before acceptance of stores: BMC

#### 25. 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.

#### 26. Certificates

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

#### 27. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As mentioned in Buyer added Specific ATC Document

#### 28. Warranty

Warranty period of the supplied products shall be 3 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.

#### 29. Warranty

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

#### 30. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

#### 31. Past Project Experience

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

### 32. Forms of EMD and PBG

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

Municipal Commissioner - Bhavnagar payable at Bhavnagar

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.

#### 33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

#### Municipal Commissioner - Bhavnagar

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 34. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. Writing matter & symbols: As directed by BMC

**2. EMD:** As this is Specialized Product, Exemption will not be given to MSME bidder or in a ny case for EMD. EMD submission is compulsory as per Bid Requirements. Bidder has to su bmit Hard Copy of DD in Separate Cover along with Technical BID submission

EMD will be refunded to the unsuccessful tenderers after the award has been finalize .

## d.

EMD will be forfeited in the event, the successful tenderer fails to accept the contrac t OR fails to submit the security deposit -5 % of tender cost to the corporation as stipulated in the tender documents. In such case corporation may disqualify the tenderer from tendering for further works, under the jurisdiction of the corporation (BMC).

No interest shall be paid by the corporation on EMD / performance guarantee.

# 3. Experience / Past Performance Criteria

The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufact ured and supplied at least minimum 5 Nos of Airline Breathing Apparatus (2 Nos of Carbon

Cylinders with each apparatus) to any Central / State Govt Organization / PSU for 3 years b efore the bid opening date.

## 4. OEM / Reseller:

Bidder has to upload Vendor Assessment Report of GeM Portal or NSIC certificate etc as a s upporting document for OEM. Self-declaration will not be taken into consideration for claim as OEM.

## **5. INSURANCE, TRANSPORTATION, TAXES & OTHER FORMALITIES:**

Bidder has to quote the total price, net including of all taxes, GST & duties Transportation, Packing, Forwarding, Insurance etc.

The Bidder is responsible for transit and all other insurances till the completed units are delivered at the delivery location.

Bidder must make their own arrangements to obtain import license if necessary.

The Bidder shall be responsible for transit insurance including third party insurance till r eceipt of the units at the premises of BMC.

The Bidder shall provide coverage for all items against transits risk, Accident to acquisiti on, Transport delivery up to destination and accident in trial and testing.

## 6. CONSUMABLE, SPARES AND REPAIRING:

The Bidder will provide separate comprehensive lists of:

The list of Fast moving and maintenance spare parts along with original technical Broc hures, parts catalogues and O & M Manual and,

Such lists shall include the details of the recommended items like description, manufact ure's catalogue number, unit price of each item, recommended quantity, and total price, th e estimated cost and time of delivery shall be provided separately in the tender schedule, however, this will not be considered in bid evaluation.

During warrantee period successful bidder shall bind to supply all items/spares, which may reasonably be required for repair and maintenance and also carried out the repairing work on intimation by department for the total life span of the machine supplied. <u>The Unde</u> <u>rtaking for the same has to be submitted online (Annexure : IV)</u>

After warrantee period the successful bidder shall be co-operative to supply all items/sp ares, which may reasonably be required for repair and maintenance and also carried out th e repairing work on intimation by department for the total life span of the machine supplie d.

## 7. On Site Service:

The bidder should confirm onsite after sales service support for minimum period of **<u>THREE years</u>** (Warranty Period) from the date of supply of equipment with original components. <u>(Annexure : IV)</u>

## 8. Third party Inspection:

TPI (Agency RITES or Other Govt. Recognize Agency) shall be carried out at seller's pre mises (before delivery of the machine) in presence of Buyer Officials & **Expense shall be borne by Seller.** 

An authenticated test certificate in confirmation to the specifications of the tender for w hich testing at site is not possible has to be produced by the Bidder. The Bidder has to furni sh all Drawings and Certificates and Xerox copies of bills of materials those are required an d demanded by Engineer-in-charge of BMC or Third Party Inspecting Agency.

Any modification or variation or any changes in work or technical specifications done by BMC's Engineer-in charge or Third Party Inspecting Agency, then Bidder have to follow t hese changes without any dispute and argument. (No extra cost will be given for the modifi cations or changes).

## 9. Technical / Physical Bid Submission:

Bidder shall submit all the documents mentioned in Check List (Annexure VI) with A ppendix & Page Numbers and its supporting documents in Spiral Binding Form as Technical BID Submission in hard copy on which Bidder has to mention the name and address of tend erer, Bid number, name of work and last date of submission on the main cover of hard copy submitted (By R.P.A.D. / Speed Post)

## Last Date of Physical Submission will be 10/03/2025 & 17:00<mark>(5 Days from the Bid End Date</mark> )

Τo,

**Executive Engineer** 

Drainage Department

Bhavnagar Municipal Corporation

Address : 1<sup>St</sup> Floor, Drainage Department, Bhavnagar Municipal Corporation, Opp Sh iva Blessings, Sir Mangalsinhji Road, Kalanala, Bhavnagar - 364001

"If Any Bidder Will Failed To Do So, BMC Reserves The Right To Reject & Di squalify Bidder On That Ground. No Objection Or Litigation Will Be Considered In This Matter."

## **Technical Bid Cover:-**

This cover shall contain following: -

- 1. Type of Participants (**OEM/Reseller**) & Its Supporting Documents (VAR / NSIC)
- 2. **OEM Authorization Certificate** (in case of reseller)
- 3. Hard Copy of **Earnest Money Deposit** (shall be submitted in separate cover in Technical Bid Cover)
- 4. **Experience Criteria** Satisfactory Work Completion Certificates as required in Bid Docu ments

(The Bidder or its OEM {themselves or through reseller(s)} should have regularly, m anufactured and supplied atleast minimum 5 Nos of Airline Breathing Apparatus (2 Nos of C arbon Cylinders with each apparatus) to any Central / State Govt Organization / PSU for 3 y ears before the bid opening date.)

- 5. CA Certified minimum **Average Annual Financial Turnover** of the **Bidder** of the offere d product during the last three year
- 6. CA Certified minimum **Average Annual Financial Turnover** of the **OEM** (in case of Bidd er is reseller) of the offered product during the last three years(*if Applicable*)
- 7. **Escalation Matrix** for Service and Support (*Hierarchy with contact Details*)
- 8. **Details of Service Centres in Gujarat State** (if not, has to submit undertaking to esta blish one in Gujarat State within 30 Days of Contract Order's Date
- 9. Dedicated / Toll Free Number for Service and Support
- 10. List of Fast Moving and Maintenance Spare Parts
- 11. **Parts catalogues and OEM Manual** (includes description, manufacture's catalogue num ber, unit price, recommended quantity, etc) of above mentioned components
- 12. Drawings, catalogues / literature of equipment's being offered.
- 13. Nos. of Years of Experience in the field
- 14. Certificates mentioned in Additional Specification Parameters
- 15. Information regarding Work Done by Tenderer Annexure I
- 16. Information regarding Financial Capability of Tenderer Annexure II
- 17. Affidavit Annexure III
- 18. Contractor's Certificate/ Undertaking Annexure IV
- 19. Technical/ Service Profile Pertaining To Tenderer Annexure V
- 20. Check List Annexure VI

All the tender pages must be duly sealed & signed without which the tender is liable for rejection. Original tender documents must be submitted as it is and Xerox will not be ac cepted. Tenderers shall present all the information, which are sought for in the tender docu ments in the form of various schedules. Tenders may not be considered if left blank or the s chedules are not properly filled in before submissions of the tender.

Bhavnagar Municipal Corporation (BMC) shall not be responsible for any postal delay . Absence of Technical BID submission will lead to Rejection without any dispute or litigatio n. Hence be careful for physical submission of BID within timeline.

Although in case absence of few documents, BMC reserves the right to make it subm itted by rejecting Tenderer, in such case Tendered has to upload the same online within pre scribed time in Bid.

**10.** BMC reserves the right to accept or reject any or all the tender to be received without a ssigning any reasons thereof.

## **11. PRICES AND PAYMENTS: -**

The tenderer must understand clearly that the prices quoted are for the total works at site and include all taxes, costs due to Carting, loading-unloading, transportation, TPI, tr ansit insurance of complete unit/Machine as well. No claim for additional payment beyond t he prices quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on any ground.

No Price Bid cover (Hard copy) shall be accepted by Bhavnaga r Municipal Corporation on hand to hand or by Post. Such action will be lead to rejection of Bidder. <u>THE RATE SHALL BE QUOTED ON-LIN E ONLY</u>.

## **12. TERMS OF PAYMENTS: -**

No payment shall be made in advance or against delivery of material/Machinery. Pa yment shall be released as per rules and regulations of BMC as per mentioned in the scope of work after submission of bills. Please note that no alternative payment terms shall be ac cepted other than this, any alternative terms, if offered may attract outright rejection of the tender. Advance payment term shall NOT be accepted by the Corporation. All payments ar e subject to income tax, tax deduction at source as per rules. All payments shall be made a s per prevailing rules/regulations of BMC.

#### 35. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

#### 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम बाते 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।

---Thank You/धन्यवाद---

# Name of Work: -Supply, Installation, Testing & Commissioning of 5 Nos of Airline Breathing Apparatus (2<br/>Nos of Carbon Cylinders with each apparatus) under Safai Mitra Suraksha Challenge

#### Information regarding work done by bidder

#### (TO BE FILLED IN BY BIDDER)

#### **ANNEXURE-I**

Performa for List of Work Completed by the Tenderer during last 3 years (from the Bid End Date)

Sr. No. 1	Name of Work and Place 2	Cost on Completion 3	Time taken in months to complete the work 4	Client Name, Designation, Contact No & e- mail Address 5	Date of Completion 6
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**Note**: Bidder shall give completion certificate from client. In absent of such completion certificate, experience shall not be considered for evaluation. If completion certificate covers "Bid Specified Work with other work" then bidders shall have to submit copies of final bill indicating Bid Specified Work or certificate of amount indicating "Bid Specified Work" from relevant authority.

## **SEAL & SIGNATURE OF THE TENDERER:**

Place : Date :

# Name of Work: -Supply, Installation, Testing & Commissioning of 5 Nos of Airline Breathing Apparatus (2<br/>Nos of Carbon Cylinders with each apparatus) under Safai Mitra Suraksha Challenge

### Information regarding Financial Capability of Tenderer

#### (TO BE FILLED IN BY BIDDER)

#### **ANNEXURE-II**

Performa for Details to be furnished for financial capability of tenderers

Sr. No.	Financial Year	Turnover	Net profit during the year	Net Asset	Net Cash accrual	Net worth	Remarks
1	2	3	4	5	6	7	8
1	2023-24						
2	2022-23						
3	2021-22						

Note: Tenderer shall give Annual Average Turnover certificate of Chartered Account of last 3 years and balance sheets

## **SEAL & SIGNATURE OF THE TENDERER:**

Place Date

:

:

Name of Work: - Supply, Installation, Testing & Commissioning of 5 Nos of Airline Breathing Apparatus (2 Nos of Carbon Cylinders with each apparatus) under Safai Mitra Suraksha Challenge

## **AFFIDAVIT** (TO BE SUBMITTED BY BIDDER)

#### **ANNEXURE-III**

- 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 2. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_\_ any of its constituent partners have abandoned neither any work in India nor any contract awarded to us for such works has been rescinded

during last five years, prior to the date of this bid.

- 3. The undersigned hereby authorize(S) and request(S) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the BMC to verify our statements or our competence and general reputation.
- 4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the BMC.
- 5. The BMC and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

Signed by the authorized signatory of the firm

Title of the office

Name of the firm

Date

Note: The affidavit format as indicated above to be furnished on non-judicial stamp paper of Rs. 300.

Name of Work: - Supply, Installation, Testing & Commissioning of 5 Nos of Airline Breathing Apparatus (2 Nos of Carbon Cylinders with each apparatus) under Safai Mitra Suraksha Challenge

## CONTRACTOR'S CERTIFICATE/ UNDERTAKING (TO BE SUBMITTED BY BIDDER)

#### **ANNEXURE-IV**

 $\rm I$  / We hereby declare that  $\rm I$  / We have pursued in detail and examined closely the specifications/ general terms and conditions/ special terms / important instructions/ notes described in the tender documents.

 $\rm I$  / We hereby agree to be bound by and comply with all such specifications/ terms/ conditions etc.

I / We also certify that I/ We have visited the sites and inspected the locations of the proposed work and have collected all information required before quoting my/ our rates.

I / We hereby declare that our firm is not under liquidation, court receivership or similar Proceedings. I / We are not bankrupt.

I / We also certify that I/ We have quoted such product which are not obsolete in the market and has at least 1 years residual market life (i.e. the offered product shall not be declared end-of life by the OEM before this period)

I / We undertake that I /We have a Functional Service Centre in Gujarat in case of carryin warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, I /We 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.

I / We certify to provide Warranty of the supplied products of 3 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.

I / We understand that as this is a specialized machine, this bid is not eligible for any Exemption in case of EMD, Hence I / We hereby submit the EMD as per Bid Requirement.

I / We hereby do undertake to supply all items/spares, which may reasonably be required for repair and maintenance and also carried out the repairing work on intimation by department for the total life span of the machine supplied during warrantee period.

I / We hereby confirm to provide after sales service support for minimum **TEN years** after completion of Warranty Period.

I / We hereby confirm onsite after sales service support for minimum period of **THREE** years (Warranty Period) from the date of supply of equipment with original components.

I/ We also confirm that my/ our offer is strictly in line with tender stipulation – terms – conditions – Buyer Added Bid Specific ATC etc. and understand that in case of deviation of any kind technical/ commercial, my/ our offer will stand rejected.

#### SEAL & SIGNATURE OF THE TENDERER:

Place Date

:

:

## **TECHNICAL/ SERVICE PROFILE PERTAINING TO TENDERER** (TO BE SUBMITTED BY BIDDER)

## ANNEXURE-V

1	Name of the firm	:
2	Address with name of contact person Head Office	:
	Main Office in Gujarat	:
	Office Nearest to Bhavnagar	:
	Telephone No.	
	Telex / Fax No.	:
	E-mail Address (if any)	:
	PAN Number	
	(Please attach attested copy)	:
	Registration No :-	
	(Please attach attested copy of Authorization Certificate)	:
3	Give details about your service network	:

8	For how many years has the organization been in business under its present name & style?	:
9	Have you ever not completed the work awarded to you? (If so give the name of project and reasons for not completing the work on separate page.)	:
10	Satisfactory Work Completion	: Attached

Attach separate Sheet if necessary

Note: Filling of each and every column is must.

# SEAL & SIGNATURE OF THE TENDERER:

Name of Work: -

 k: - Supply, Installation, Testing & Commissioning of 5 Nos of Airline Breathing Apparatus (2 Nos of Carbon Cylinders with each apparatus) under Safai Mitra Suraksha Challenge

## **CHECK LIST** (TO BE SUBMITTED BY BIDDER)

#### ANNEXURE-VI

Sr.	Description		Remark of Bidder (Write in case of Options Given otherwise Just (Yes/No)
1	Type of Participants	Resellers / OEM	
2	Vender Assessment Report or NSIC Certificate	VAR/NSIC	
3	OEM Authorization Certificate (in case of reseller)	Furnished / NA	
4	Earnest Money Deposit	Furnished	
5	Separate Technical Bid Cover	Furnished	
6	Experience Criteria - Satisfactory Work Completion Certificates as required in Bid Documents	Satisfied	
7	The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied atleast minimum 5 Nos of Airline Breathing Apparatus (2 Nos of Carbon Cylinders with each apparatus) to any Central / State Govt Organization / PSU for 3 years before the bid opening date.	Satisfied	
8	CA Certified minimum average annual financial turnover of the Bidder of the offered product during the last three year	Satisfied	
9	CA Certified minimum average annual financial turnover of the OEM (in case of Bidder is reseller) of the offered product during the last three years	Satisfied	
10	Escalation Matrix for Service and Support	Furnished	
11	Details of Service Centers in Gujarat State (if not, has to submit undertaking to establish one in Gujarat State within 30 Days of Contract Order's Date	Available / Furnished / Onsite Service	
12	Dedicated / Toll Free Number for Service and Support	Available	
13	Nos. of Years of Experience in the field	Years	

14	Certificates mentioned in Additional Specification	Furnished
	Parameters:	
	(1) Full trolley Set as per 10245 (Part 3)	
	(2) Full Face Mask conforms to IS 14166 latest,	
	(3) Cylinder: PESO Approved / Certified	
1.5	(4) Hoses: As per SAE J 517 / EN 854 Standards	Example and
15	Information regarding work done by bidder -	Furnished
	Annexure I	
16	Information regarding Financial Capability of	Furnished
	Tenderer – Annexure II	
17	Affidavit – Annexure III	Furnished
18	Contractor's Certificate/ Undertaking – Annexure	Furnished
	IV	
19	Technical/ Service Profile Pertaining To Tenderer	Furnished
	– Annexure V	
20	Check List – Annexure VI	Furnished
		1

Attach separate Sheet if necessary

## *Note:* - <u>The tenderer must be required to furnish details/ certificates etc. as mentioned</u> <u>above otherwise their offer shall be liable for rejection.</u>

SEAL & SIGNATURE OF THE TENDERER: