



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5712453  
Dated/दिनांक : 16-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-12-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-12-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Consumer Affairs Food And Public Distribution
Department Name/विभाग का नाम	Department Of Food And Public Distribution
Organisation Name/संगठन का नाम	Central Warehousing Corporation (cwc)
Office Name/कार्यालय का नाम	Corporate Office
Item Category/मद केटेगरी	Custom Bid for Services - Bid for appointment of Annual Maintenance Contractor for Electronic Lorry Weighbridges ELWBs located at Central Warehouses in Madhya Pradesh Chhattisgarh state under Regional Office Bhopal
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Repair, Maintenance and Installation of Plant/ Systems/Equipments</li></ul>
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	22 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (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

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	556000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	11120

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :**

Regional Manager

Regional Office, Central Warehousing Corporation (CWC), 75 Arera Hills, Opposite Kendriya Vidyalaya No. 1,

Bhopal, Madhya Pradesh - 462011.  
(Ram Kumar)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Price Bid - [1734345205.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid**

functionality:[1734339973.pdf](#)

Instruction To Bidder:[1734340006.pdf](#)

Pre Qualification Criteria ( PQC ) etc if any required:[1734340011.pdf](#)

Scope of Work:[1734339984.pdf](#)

Payment Terms:[1734339994.pdf](#)

Penalties:[1734340031.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1734340036.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1734340013.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1734340067.pdf](#)

GEM Availability Report ( GAR):[1734340042.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1734340063.pdf](#)

Buyer's Competent Authority Approval:[1734343933.pdf](#)

**Custom Bid For Services - Bid For Appointment Of Annual Maintenance Contractor For Electronic Lorry Weighbridges ELWBs Located At Central Warehouses In Madhya Pradesh Chhattisgarh State Under Regional Office Bhopal ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Bid for appointment of Annual Maintenance Contractor for Electronic Lorry Weighbridges ELWBs located at Central Warehouses in Madhya Pradesh Chhattisgarh state under Regional Office Bhopal
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	D Sandeep Kumar Reddy	493221, Satellite Office Raipur, Rawabhata, near harish petrol pump Raipur - 493221	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 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 (which ever is lower), subject to the maximum of quoted GST %.
- 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.

### 3. OPTIONAL SITE VISIT:

- The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Yes

- The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

- The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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

- 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:

- 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.
6. 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.
  7. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
  8. CWC can exercise the right to collect additional/clarification documents if any required for evaluation of Technical Bid.
  9. Loading and Unloading Charges will be under the scope of supplier.
  10. The digitally signed bills/invoices submitted by successful parties through BTS (Bill Tracking System) shall only be considered for payment. Also, the supporting documents, if any, shall also be accepted only if they are signed digitally. Ink-signed invoices/ bills and supporting documents will not be entertained for payment.
  11. In case, if the participating bidder is not OEM, then the bidder has to submit proof of Annual Turnover of his firm as well as his OEM's firm, which should meet the criteria defined in the bid.
  12. The period of contract shall be two year. Service and maintenance work has to be undertaken at quarterly intervals for LWB. Payment shall not be arranged for the period not covered in the service maintenance work. However the contractor should attend to breakdown calls as and when required at no extra cost.
  13. By the date of generation of GeM contract, the contract will come into force. Successful firm has to execute an agreement in the format on non-judicial stamp paper of appropriate value within 7 days from the date of generation of GeM Contract.
  14. All travelling and other expenses of mechanics and supervisory staff or any other staff should be included in the rates quoted. No separate charges shall be entertained on this account.
  15. The contractor should get stamping and verification of the instruments along with weights wherever necessary as per requirement by appropriate state government authority well in time. He should initially pay the stamping and verification fees to the government and prefer a bill subsequently duly supported by the receipt issued by the authority concerned and duly certified by the Warehouse Manager.
  16. Payment to the contractor shall be arranged after service maintenance work is undertaken. The contractor should prefer claim through a bill in duplicate supported by "Service Maintenance Voucher" declaring the number and the capacity of the ELWB serviced, duly certified by the concerned warehouse manager or his authorized representative. Any other document required by the Corporation from time to time, to meet the requirement of Audit, shall also be furnished.
  17. **The contractor shall attend the repair of the ELWB within 24 hours from the date of receipt of complaint either by E-mail/Fax/Phone etc. but not later than 03 (three) days from the date of receipt of complaint from the concern Warehouse Manager/Regional Office, Ahmedabad. The Weighment charges, due to breakdown of ELWB, if any incurred by the Corporation within first 2 (two) days (48 hours) from the receipt of communication/complaint to the contractor, shall be borne by the Corporation. But on failure to rectify the defective ELWB after 02 (two) days, the Weighment charges for the period the**

**reafter i.e. beyond 02 (two) days shall be recoverable from the Service Provider i.e. from the dues payable to the Service Provider. In case repairs are not attended within 15 days, the contract will be liable to be terminated.**

18. All the Lorry weigh-bridges should be painted with suitable anti-corrosion paint at no extra cost before stamping. The test weights required at the time of annual stamping and verification of ELWB shall be arranged by contractor and stamping of ELWB shall be arranged by Service Provider. All expenses related to Annual Stamping & Verification of the ELWB including Govt. Stamping Fee shall be borne by CWC. The weighbridge shall be prepared for re-verification and stamping by Govt. Inspection or Legal Metrology Department at its next schedule date of stamping.
19. It is the total responsibility of AMC contractors for timely / periodical servicing adjustment and for arranging stamping before due date for all the Lorry Weighbridges, available at the Central Warehousing Corporation during the contract period. Any claim/penalty if imposed by the Legal metrology due to delayed stamping/improper servicing etc., the contractor shall solely be held responsible for such lapses.
20. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor the corporation shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit for the purpose aforesaid, the Corporation shall be entitled to withhold the Security Deposit and shall have a lien over the same pending finalization or adjudication of any such claim.
21. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the corporation shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization or adjudication of any such claim.
22. It is an agreed term of the contract that sum of money or monies so withheld or retained under the lien referred to above, by the Corporation will be kept withheld or retained as such by the corporation till the claim arising out of or under contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that contractor will have no claim or interest on damages whatsoever on any account in respect of such withholding or retention under the lien preferred to above and duly notified to as such the contractor.
23. If the contractor fails due to reason to perform the servicing and maintenance and stamping of the weighing equipment the corporation will entrust the servicing and maintenance work to other servicing agents without notice at his risk and cost without prejudice to other terms and conditions. If the contractor fails or neglects to observe or performed any of the obligation under the contract it shall be open to the corporation to forfeit in whole or in part in its absolute discretion the security deposit furnished by the contractor.
24. Any dispute arising between the contractor and the corporation, during the tenure of contract period, referred to the arbitrator only appointed by the Competent Authority of Central Warehousing Corporation.
25. The contract shall be terminated after giving a notice period of seven days in case service rendered by contractor are not found to be satisfactory and work will be got done at the risk and cost of AMC c

Contractor for remaining period of the contract and security deposit shall be forfeited. The decision of Regional Manager, CWC, Ahmedabad shall be final and binding on contractor.

26. For meeting experience criteria, the Buyer has to submit Purchase Order in consonance with Satisfactory Performance/Successful execution of Purchase order which should be duly signed by the concerned buyer for the preceding 03 years ending on 31st March 2024. Non-submission of duly signed Satisfactory Performance Certificate/Successful execution of the same Purchase order/Work Order from the concerned buyer will not be considered for evaluation. Mere submission of work order/supply order will not be considered as proof towards Satisfactory Performance.

27. Exemption from EMD shall be extended to bidders who are exempted from submission of EMD as per GeM's latest General Terms & Conditions (prevailing on date of inviting the tender). Currently, following are exempted:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate. The turnover for any of the financial year (for which documents have been submitted) should not exceed beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- vi. Central / State PSUs.
- vii. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)

28. Following documents will be considered as valid proof for considering experience criteria

- i. Copy of Supply Order/Contract Order along with self-certified invoice stating that the supplies against the invoices have been executed or
- ii. Copy of Supply Order/Contract Order along with Satisfactory Performance certificate issued by the contract awarding firm or
- iii. Copy of Supply Order/Contract Order along with Sanction Order issued by Contract awarding firm or
- iv. Copy of GeM Contract along with CRAC/SDAC.

29. For meeting Past Performance Criteria, The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt. Organization / PSUs. Following documents will be considered as valid proof for considering Past Performance Criteria

- i. Copy of Supply Order/Contract Order along with self-certified invoice stating that the supplies against the invoices have been executed or
  - ii. Copy of Supply Order/Contract Order along with Satisfactory Performance certificate issued by the contract awarding firm or
  - iii. Copy of Supply Order/Contract Order along with Sanction Order issued by Contract awarding firm or
4. Copy of GeM Contract along with CRAC

30. If the firm of participating bidder is

- i. Registered Company/PSU/ statutory body, then the firm has to submit [1] Copy of Certificate of Incorporation (with CIN, if applicable) [2] Current list of Directors on Letter head signed by Authorized Signatory [3] Power of Attorney/Board Resolution [4] Memorandum of Association & Articles of Association



- ii. If the firm of the participating bidder is registered as "Partnership", then the firm has to submit [1] Copy of the partnership deed [2] Current list of Partners on Letter head signed by Authorized Signatory and [3] Copy of registration of Partnership deed.
  - iii. If the firm of the participating bidder is Proprietorship, then the firm has to submit Declaration of Proprietorship/Sole Proprietorship compulsory ink Signed.
  - iv. If the firm of the participating bidder is LLP, then the firm has to submit [1] Copy of certificate of registration with LLPIN and [2] Current list of Partners on Letter head signed by Authorized Signatory
31. The Bidder has to submit CA Certified Net worth Certificate of last audited financial statement.
  32. CWC is registered on Invoicemart having entity ID 1000019533 (M/s A. TREDIS Ltd.) on TReDS Platform. All the MSE Vendors should register themselves on Invoicemart (M/s A.TREDIS Ltd.) for availing the facility of bill discounting on TReDS Portal.
  33. GeM portal is used as a platform for E-tendering. The terms & conditions as mentioned in this tender document (including all its Volumes and Sections) will prevail over GeM Terms & Conditions, in case of any contradiction or inconsistency between the two.
  34. The Bidder has to submit Make-in-India Declaration specifically as per Annexure-II.
  35. The bidder has to submit Valid Registration/license from Legal Metrology Department (Weight & Measures Department) of the state to undertake repairing and servicing of ELWBs in Gujarat in their name.
  36. The bidder has to submit Guarantee Certificate on letter head of the tenderer for all the spare parts provided to the corporation.
  37. All Participating bidders has to submit an undertaking that his firm has not been blacklisted or otherwise debarred or terminated by CWC, FCI or any department of Central or State Government or any other Public Sector Units during last 05 years as on the last day of submission of bid in prescribed format placed at Annexure-III.
  38. ALL BIDDERS ARE HEREBY INFORMED THAT THEY HAVE TO FURNISH RATE FOR SPARE PARTS OF ELWB AS PER THE FORMAT ATTACHED AS APPENDIX-IX IN THIS GEM BID. THE RATE OF SPARE PARTS SHOULD BE SAME FOR ALL ELWBs IRRESPECTIVE OF THEIR LOCATION IN GUJARAT DURING THE CONTRACT PERIOD. THERE SHOULD BE NO ESCALATION IN THE PRICE OF SPARE PARTS AT ANY POINT OF TIME DURING THE CONTRACT. RATE OF SPARE PARTS OF ELWBs WILL BE CONSIDERED OF THAT BIDDER ONLY WHO WILL BE AWARDED GEM BID FOR AMC OF ELWBS. NO FURTHER CLAIM/DISPUTE WILL BE ENTERTAINED BY THIS OFFICE IN THIS REGARD.
  39. Exempted bidders should submit the Bid Security Declaration (Strictly as per format placed at Annexure -I) along with the bid. Tender not accompanied by requisite bid security declaration by exempted bidders will be summarily rejected and no further clarification will be asked in this regard.

### **Annexure-I**

#### Performa for Bid Security Declaration (On Letter Head of Bidder)

Whereas.....(name of agency) ..... have submitted bids for .....  
 .....(name of work)..... I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order, Or

If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee/security dep

osit before the deadline defined in the tender documents, I/we shall be suspended for two years and shall not be eligible to bid for Central Warehousing Corporation tenders from date of issue of suspension order.

Signature of the contractor(s) with stamp

Annexure-II

**(Self-Certification under preference to Make in India order Certificate)**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_ % as defined in above orders for the material against aforesaid Enquiry/ Tender No.....dated..... Details of location at which local value addition will be made as follows: \_\_\_\_\_.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law

Thanking You

Signature with date: Name:

Designation: Official Seal:

Annexure-III

**Format of Undertaking**

**(On the letter head of the bidder)**

I.....authorized signatory of M/s.....  
..... (Name of the Firm) certified that we have not been blacklisted or otherwise debarred or terminated by CWC, FCI or any department of Central or State Government or any other Public Sector Units during last 05 years as on the last day of submission of quotation/bid.

Signature of bidder/supplier

With full address of the firm with seal

- 40. 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.
- 41. 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.

#### 42. Service & Support

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

#### 43. Service & Support

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

#### 44. Past Project Experience

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

45. Past Performance: 10%: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

#### 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

**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

#### 5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior

written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 6. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

The Regional Manager, Central Warehousing Corporation, Bhopal  
Account No.  
1305002100015040  
IFSC Code  
PUNB0130500  
Bank Name  
PUNJAB NATIONAL BANK  
Branch address  
HABIBGANJ BRANCH BHOPAL

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

The Regional Manager, Central Warehousing Corporation, Bhopal  
Account No.  
1305002100015040  
IFSC Code  
PUNB0130500  
Bank Name  
PUNJAB NATIONAL BANK  
Branch address  
HABIBGANJ BRANCH BHOPAL

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### **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 [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./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 कार्यवाही का आधार होगा।

**---Thank You/धन्यवाद---**