

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	25-08-2022 15:00:00
<b>Bid Opening Date/Time</b>	25-08-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Gujarat
<b>Department Name</b>	Others
<b>Organisation Name</b>	Gujarat International Finance Tec City Company Ltd
<b>Office Name</b>	Gift City Gandhinagar
<b>Total Quantity</b>	1
<b>Item Category</b>	Water Bowser with Boom Tower (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	655 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>Past Performance</b>	80 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	2.00

EMD Amount	770000
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**ePBG Detail**

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Chief Operating Officer  
 Gujarat International Finance Tec City Company Ltd. EPS-Building No. 49A, Block 49, Zone-IV, Gyan Marg, GIFT City, Gandhinagar- 382355 (Gujarat)  
 (Arvind Kumar Rajput)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	No
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**MII Purchase Preference**

MII Purchase Preference	No
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1. 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.

- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
10-08-2022 11:00:00	GIFT House, Block 12, Road 1D, Zone-I, GIFT SEZ, GIFT City, Gandhinagar, Gujarat-382355

**Water Bowser With Boom Tower ( 1 pieces )**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Hemant Soni	382355, EPS - BUILDING NO. 49A, BLOCK 49, ZONE 4, GYAN MARG, GIFT CITY	1	300

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

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Scope of Work <a href="#">View</a>	The scope covers as follows: Supply of Water Bowser with 28 mtr Boom Tower as Per Technical Specifications. Part-A: Procurement of Chassis Part-B: Fabrication, installation, assembly on the chassis complete with all supply of all materials and accessories and delivery at site Part-C: Final handover with training, permanent registration, insurance and other necessary documentation	Water Bowser With Boom Tower(1)

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

# Buyer Added Bid Specific Terms and Conditions

## 1. 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)

## 2. Service & Support

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

## 3. 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): At Manufacturers Factory during Fabrication & Installation  
Post Receipt Inspection at consignee site before acceptance of stores: at GIFT City, Fire & Emergency Service Department

## 4. Certificates

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

## 5. Certificates

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

## 6. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

## 7. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 8. 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): Valid ISO 9001 Certification .

## 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The Clauses and the Sub-clauses under these Specific Terms & Conditions shall prevail over the relevant Clauses and Sub-Clauses of General Terms & Conditions; in case there are any inconsistencies or discrepancies between the two.

## 2. Definitions:

i. The Purchaser/Buyer is:

The Managing Director & Group CEO

GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED (GIFTCL)

EPS Building no.49A, Block 49, Zone-IV,

Gyan Marg, GIFT CITY, Gandhinagar,

Taluka & District Gandhinagar - 382355

ii. The following Officer or as nominated by the Purchaser:

The Engineer In-Charge is: Chief Operating Officer

The Engineer is: Vice President (Mechanical)

### **3. Goods**

Supply of Water Bowser with boom Tower (28 Mtr) as per Technical Specifications given which includes Part-A Procurement of Chassis, Part-B Fabrication, Installation, assembly on the chassis complete with all supply of all material and accessories and delivery at site and Part-C Final handover with permanent registration, Insurance and other necessary documentation and training.

### **4. Delivery and Documents:**

The Supplier shall supply the Goods of required quantity and quality as specified in the Technical Specifications given and Bill of Quantities. The Delivery of the Goods to be made CIF at GIFT City Gandhinagar, Gujarat- Pin-382355.

The details of shipping and/or other documents, as applicable, to be furnished by the Supplier are:

(A) Documents to be submitted by Supplier:-

The Supplier shall notify the purchaser in writing and deliver to the Purchaser the following documents:

i. One original and three copies of commercial invoice, mentioning the name of the Purchaser Gujarat International Finance Tec-City Company Limited, GST No., the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

ii. Three copies of packing list identifying contents of each package;

iii. One original and two copies manufacturer's Warranty certificate covering all items supplied.

iv. Three copies Internal Test Report of the Manufacturer for the items offered

v. Three copies of the Certificate of Inspection furnished to Supplier by the nominated inspection

vi. Copy of transit insurance for the goods supplied, satisfying the requirements of contract document.

vii. Any other additional procurement-specific document(s) required for delivery/payment purposes.

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate to be issued by the Purchaser's.

## 5. Insurance & Registration of Vehicle:

### For Part A:

For Chassis, Initial Temporary Registration, and Insurance of chassis to be done for moving the vehicle from the chassis manufacturer to the Suppliers workshop.

### For Part B & C:

The insurance is required to be done by the Supplier for the complete vehicles (chassis & superstructure) during the fabrication stage.

Comprehensive Insurance with Third Party motor insurance for One Year from the date of Supply of Vehicle.

Transit insurance will be done by the Supplier for all movement of the vehicle including final delivery from the workshop to GIFT City Fire Station. No movement of the vehicle shall take place without valid transit insurance.

The RTO registration shall be done by the Supplier for the Vehicle.

## 6. Performance Security:

The Bidder shall furnish the Performance Security to the Purchaser shall be for an amount of 03% of the contract price valid up to the date of completion of performance obligations including warranty obligations (i.e. the Contract Period plus Defect Liability period of 12 months and three months thereafter).

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material.

The performance security shall be in the form of a bank guarantee/FDR and the named beneficiary shall be "Gujarat International Finance Tec-City Company Limited", payable at Ahmedabad. The bank guarantee shall be issued by any Scheduled Commercial Bank located in India.

### Purchaser Bank Details - Canara Bank

Beneficiary Name : Gujarat International Finance Tec-City Company Limited

Name of Bank : Canara Bank

Address : Ashram Road Branch, Neptune Tower,  
Ashram Road, Opp. Nehru Bridge, Ahmedabad - 380009

A/c Number : 70081010006950

IFSC Code : CNRB0017010

## 7. Payment Terms:

- i. Payment against submission of Performa Invoice of the Chassis, issued by OEM/dealers/Manufacturer of the Chassis on delivery of Chassis to the Suppliers workshop:  
90% of the Performa invoice amount of OEM/dealers/Manufacturer of the Chassis. The Chassis will be procured directly in the name of Gujarat International Finance Tec-City Company Limited, Gandhinagar.
- ii. Payment against successful testing, commissioning, and delivery in operational condition of the fire tender to Fire & Emergency Services department, GIFT City:  
90% of the balance payment of the total Contract Price
- iii. All the balance Payment will be made after completion of all formalities, paperwork, training, and successful handover of the documents & Goods.

All the payment will be made within the 45 Days after submission of the invoice and Certified by the Engineer.

#### **8. Period of Contract:**

The timeline shall be as follows:

1. Procurement of Chassis within 90 days from the date of issuance of Purchase order.
2. Complete fabrication, assembly, testing, and commissioning - 210 days from date of receiving of the Chassis at Suppliers premises.

Overall Supply of complete "Water Bowser with Boom Tower" within 300 days from the date of issuance of Purchase Order / date of Contract Agreement including monsoon period and holidays observed by the Purchaser, which may be extended by the Purchaser for further period at its discretion.

#### **9. Extension of the Supply Period:**

Extension to the scheduled Delivery Time (Period for Supply of Goods) in respect of any Purchase Order, may be granted in favour of the Supplier by the Purchaser on the recommendation of the Engineer for the delay in supply of the goods, provided such delay is beyond the control of the Supplier. If extension is granted due to reasons attributed to the Purchaser then the Liquidated Damages will not be levied. Any extension of time granted by the Purchaser will not entitle the Supplier to claim any escalation in Contract Price unless expressly mentioned in the letter of extension.

No extension of time will be considered in respect of any claims for delay or impedance which may be occasioned due to traffic conditions, local holidays or special events, or any similar occurrence.

#### **10. Guarantee (period of guarantee):**

The supplier shall provide the guarantee against any defects due to poor quality of materials used, manufacturing defects, any other defects for a period of 12 months from the date of supply of Goods.

The supplier shall guarantee the " Water Bowser with Boom Tower" vehicle against any technical and manufacturing defects including all equipment and parts of the vehicle and shall replace free of cost for any defective material, part etc. at his own cost up to a period of 12 months from the date of acceptance of the vehicle.

Acceptance of the vehicle shall be considered after satisfactory testing, commissioning and successful operation at Fire Station, GIFT City.

Supplier shall provide a warranty of 12 (twelve) months from the date of handing over of the vehicle.

The Tank shall be warranted against leakage for a period of 05 (Five) Years from the date of supply of vehicle.

The surface paint should be polyurethane (PU) based paint with a life of minimum 10 years. The bidder shall guarantee fade resistance of minimum 05 Years from supply even if the vehicle is kept in the open.

#### **11. Inspection and Testing:**

The Engineer or his representative may visit the factory site for Inspection and Testing of the vehicle time to time, as per acceptance test methodology prescribed in Scope of Supply. In case the quality of the material is not satisfactory the Engineer may reject part of the work or complete vehicle fabrication.

Inspection shall be carried out in stages and at the final completion of the vehicle.

Any failed test, item rejected due to non-conformity shall have to be made good at the cost of the supplier.

Inspection at workshop will be carried out by authorized representative of GIFTCL.

## **12. Submission of Tender Bid Security, Technical Bid and Supporting Documents:**

The bidder shall upload the Scan copy of instruments evidencing the payment of bid security.

Technical Bid, containing all bid documents including technical forms and supporting documents shall be submitted in physical form, before the last date and time of submission of bid.

## **13. Financial Eligibility Criteria:**

Bidder should have

- i. Achieved average annual financial turnover of (of all classes of supply & manufacturing works of similar nature only) not less than Rs.6.55 Crore. in preceding 3 (three) consecutive financial years ending on March 31, 2021.
- ii. The profit before tax for any 3 years out of last 5 consecutive financial year should be positive.
- iii. Net worth (NW) for each of the 3 (three) consecutive financial years ending on 31st March 2021 should be more than Rs.32.75 Lakh. Net worth (NW) = Share Capital + Reserves and Surplus – Miscellaneous Expenditure – Revaluation Reserves, if any.

**Note: The Bidder to furnish the CA Certificate**

## **14. Technical Eligibility Criteria:**

The bidder (up to the date of Bid Notification) shall have followings:

The bidder in the Preceding 3 years shall have fabricated, manufactured, and delivered at least two "Water Bowser with Boom tower" type Fire vehicles with boom tower of minimum 18 meters height with details of the end user.

Note: The bidder needs to submitted the PO and Completion Certificate copy.

## **15. Evaluation criteria:**

The preferred bidder will be selected; -

- i) On the pass / fail basis on evaluation of their qualification parameters (Technical & Financial eligibility criteria).
- ii) The financial bid of only those bidders who qualifies in the above will be open.
- iii) The preferred bidder may be selected whose financial bid will be determined as the lowest.

## **16. Contract Price:**

The Contract price of the Goods shall be quoted for delivery up to Fire Station, GIFT City, Gandhinagar.

The Contract price shall include direct and incidental charges such as all duties and taxes, logistics, inland transportation, first year full comprehensive insurance and any and all other incidental cost required to deliver the Goods in fully operational condition up to GIFT City, Gandhinagar-382355.

Taxes & Duties – Inclusive



RTO registration charges - Inclusive  
Other Local Taxes - Inclusive  
Training & support charges - Inclusive  
Transportation Charges - Inclusive  
Warranty / Guarantee Period - One Year  
Comprehensive Insurance- One Year from the date of supply of Vehicle.

**17. No Advance Payment will be made.**

**18. Specifications and Standards:**

Technical Specifications and Drawings:

- a. The Goods and Related Services supplied under this Contract shall conform to the technical specifications, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser.

**19. Termination**

19.1 Termination for Default:

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  1. if the Supplier fails to deliver any part or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
  2. if the Supplier fails to perform any other obligation under the Contract; or
  3. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

19.2 Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

19.3 Termination for Convenience:

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the

Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- i. to have any portion completed and delivered at the Contract terms and prices; and/or
- ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

#### 20. Submission of Bids:

- 20.1 The bidder should submit the Financial Bid in electronic format only on the website on or before the last date & time of bid submission.
- 20.2 The Financial Bid received in physical form, will not be accepted.
- 20.3 The Purchaser at its sole discretion can extend the last date for online submission of bids by amending the bidding document in which case all rights and obligations of the Purchaser and bidder will thereafter be subject to the date as extended.

Bidders will have to submit the Bid security in a separate sealed envelope (Envelope-1: Bid Security) and other documents of technical Bid in another sealed envelope (Envelope-2: Technical Bid). Each cover must be clearly be marked with the contents i.e. "Technical Bid" and "Tender Fee & Bid Security

- 20.4 The two sealed envelopes (Envelope No. 1: Bid Security) and (Envelope No.2: Technical Bid) shall be put together in one common cover which will be sealed.
- 20.5 The name of the tender for supply of goods and Bid Reference number shall be written in BOLD letters on the outermost envelope for Bid Submission.
- 20.6 The full name and address of the Bidder shall be written on the bottom left hand corner.
- 20.7 No bid shall be accepted unless it is properly sealed. Bidders shall not be allowed to fill in or seal their bids at the Purchasers office.
- 20.8 All envelopes shall indicate the name and address of the bidder
- 20.9 All envelopes shall be addressed to the Purchaser at the following address:  
The Managing Director & Group CEO  
GIFT House, Block -12, Road 1-D, ZONE - I,  
GIFT CITY, Gandhinagar  
Taluka & District Gandhinagar - 382355
- 20.10 If envelopes are not sealed and not marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid. In that case, this will be recorded at the time of opening of bids and liable for rejection.
- 20.11 The Technical bid documents in physical format may be submitted in person or by courier/ speed post/ registered post only, before the last date of submission of Technical Bid. However, GIFTCL shall not be responsible for any delay in receipt of the bid documents.

#### 21. BID OPENING AND EVALUATION:

Bid Opening:

The designated officer of the Purchaser will open the E-tender on the date as mentioned in the Bid, if possible in its office at the address specified in the tender/ bid document. The intending Bidders, if they wish may participate in E-tender opening process and view the result on GeM portal to participate in E-tender opening.

#### 22. TECHNICAL BID:

- 22.1 The designated officer of GIFTCL will first open Envelope No.1 containing Bid Security and after being satisfied with proper submission, will open Envelope No.2 (Technical Bid). The Purchaser will carry out a detailed evaluation of the documents in order to determine whether the bidders are qualified and whether the technical aspects are substantially

responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Purchaser will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the factors viz. qualification/ eligibility criteria and overall completeness and compliance as per the Purchaser's requirements.

- 22.2 The bidders' names, technical bid modifications and withdrawals, the submission or non submission of bid security and/or tender fee and such other details as the Purchaser may consider appropriate, will be announced and recorded by the Purchaser at the time of Bid opening.
- 22.3 The Purchaser shall prepare, for their own records minutes of the proceeding of Bid opening, including the information disclosed to the bidders' representatives in accordance with Clause 22.2 hereinabove.
- 22.4 The bidder shall be qualified on the basis of information furnished by the bidder, in support of his capability and eligibility criteria laid down under this Section.
- 22.5 During the process of evaluation, GIFTCL may visit and inspect the bidder's manufacturing site, in order to assess the quality of the Goods manufactured by the bidder. For the purpose, the bidder shall have to make arrangement for visit of GIFTCL's engineers to the manufacturing site. This shall also be considered for evaluation with reference to performance of the bidder.
- 22.6 Depending upon the actual bid capacity assessed and other qualifying requirements, the bidder will be qualified for the supply of Goods. However at the bid evaluation stage, a careful check of the appropriate references with reference to the information submitted by the bidder will be done and in no case, a contract will be awarded to a bidder lacking in the financial criteria.

### **23. DOCUMENTS ESTABLISHING THE CONFORMITY OF THE GOODS AND RELATED SERVICES:**

- 23.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Technical Specifications.
- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 23.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

### **24. CLARIFICATION OF TECHNICAL BIDS:**

To assist in the examination, evaluation and comparison of the technical bids, the Purchaser may, at its discretion, ask any bidder any clarification on his technical bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid will be sought, offered or permitted except as required to confirm the correction of arithmetic errors.

### **25. EXAMINATION OF BIDS AND DETERMINATION OF TECHNICAL RESPONSIVENESS:**

- 25.1 The Purchaser will determine whether each bid –
- i. meets the eligibility criteria;
  - ii. has been properly signed;
  - iii. is accompanied by the required Bid security;
  - iv. is responsive / substantially responsive to the requirement of the bid documents;
- and

- v. Provides any clarification and/or substantiation that the Purchaser may require.
- 25.2 A substantially responsive bid is one, which to the satisfaction of the Purchaser conforms to all the terms, conditions and specifications of the bid documents, without material deviation or reservation. A material deviation or reservation is one –
- i. which affects in any substantial way the scope, quality or supply of the goods; or
  - ii. which limits in any substantial way, inconsistent with the bid documents, the Purchaser's rights or the bidder's obligations under the Contract; or
  - iii. The rectification of which (deviation or reservation) would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a bid is not substantially responsive, even after obtaining clarifications from the Bidder it will not be considered by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.
- 25.4 As a result of the Technical evaluation, the Bids which are substantially responsive shall be shortlisted. The Financial Bids of the substantially responsive and technically qualified bidders only shall be opened on the date of opening of Financial Bids which will be informed to those bidders.
- The Purchaser reserves the right to reject any variation, deviation or any alternate offer.

## **26. BID OPENING - FINANCIAL BID:**

- 26.1 The rates and prices in Bill of Quantities (Financial Bid) shall be submitted in the electronic formats on the GeM Portal. Rates and prices received in any other formats will not be accepted and the Bids will be disqualified.
- 26.2 Each item is to be individually priced in Bill of Quantities and total sum of such quoted price of each item shall be considered to derive the total price of Financial Bid.
- 26.3 The Financial Bid of only technically qualified bidders shall be opened on a date to be notified to those bidders. On the notified date, time and place, the designated officer of the Purchaser will open the Financial Bid. The qualified bidders or their authorized representatives, if they wish, may remain present at the time of Financial Bid opening.
- 26.4 The Purchaser shall prepare for their own records, minutes of the opening of the Financial Bids, including the information disclosed to the bidders' representatives.
- 26.5 The Financial Bids will be opened online irrespective of the presence of the Bidder.

## **27. CLARIFICATION OF FINANCIAL BIDS:**

- 27.1 To assist in the examination, evaluation and comparison of Financial Bids, the Purchaser may, at its discretion, ask any bidder for clarification of his Financial Bid including break up of unit prices / rates. The request for clarification and response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought. The response sent by facsimile shall be followed by a signed confirmatory copy by post.
- 27.2 Any attempt by the bidder to modify any prices / rates or substance of the bid after the submission of Bids may cause rejection of his bid and forfeiture of the bid security.

## **28. EVALUATION AND COMPARISON OF BIDS:**

- 28.1 The Purchaser will evaluate and compare only the bids determined to be responsive and technically qualified.
- 28.2 Quoted price rates in Bill of Quantities shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the Contract.

- 28.3 No column in the Bill of Quantities shall be left blank. In case the price is not quoted for any item, the bidder shall be deemed to have covered the cost of such items (according to the requirements of the bid document) elsewhere in the prices quoted for other items and no extra payment on this account will be made. For evaluation purpose the rate of such item will be considered zero to sum up the price of that part.
- 28.4 Items not specifically listed in Bill of Quantities, but required to be executed for satisfactory working of the system as specified, will not be separately paid for by the Purchaser when executed and shall be deemed to be already covered by other items and rates listed in the price sheets. No extra payment shall be given for any item which is required for successful completion and commissioning of the project
- 28.5 Prices quoted by the bidder shall be firm for the entire period of Contract including defect liability period without any escalation.
- 28.6 If the bid of the preferred bidder is seriously unbalanced in relation to the Engineer's estimate of supply of goods, the Purchaser may require the bidder to produce detailed price analysis for any or all items of the Financial Bid (Bill of Quantities), to demonstrate the internal consistency of those prices. However, such information will not have any bearing in valuation of any variation or claim during the execution of the bids. In that case, after evaluation of the price analysis, the Purchaser may require that the amount of the performance security be increased by an amount to be specified by the Purchaser and accepted by such bidder only after which the LOI shall be issued to such preferred bidder. The amount so specified shall be sufficient to financially protect the Purchaser in the event of default of the preferred bidder under the Contract. In case, such bidder does not accept to provide the performance bank guarantee for additional/increased amount, the amount so specified shall be deducted from the running bills as additional security. This security will be released after issue of taking over certificate by the Purchaser.

If any individual items of the Financial Bid (Bill of Quantities) of the preferred bidder is;

- a) Unrealistically low price of any individual or more items; the Purchaser may require that the amount of the performance security be increased by an amount to be specified by the Purchaser and accepted by such bidder only after which the LOI shall be issued to such preferred bidder. The amount so specified shall be sufficient to financially protect the Purchaser in the event of default of the preferred bidder under the Contract. In case, such bidder does not accept to provide the performance bank guarantee for additional/increased amount, the amount so specified shall be deducted from the running bills as additional security. This security will be released after issue of taking over certificate by the Purchaser.
- b) Unrealistically high price of any individual or more items, the preferred bidder has to balance the prices of all these items, which are quoted unreasonably high in the bid to the satisfaction of the Purchaser, without changing the prices of other items.

In any of the above conditions, price analysis provided by the bidder cannot be substantiated satisfactorily, the Purchaser reserves the rights to reject the bid of preferred bidder without assignment any reason whatsoever.

## **29. AWARD OF CONTRACT:**

29.1 the Purchaser may award the Contract to the Preferred Bidder.

29.2 The "Preferred Bidders" will be selected:-

a. Whose bid has been determined to be responsive to the bidding documents.

b. On the pass / fail basis on evaluation of their qualification parameters (Technical & Financial eligibility criteria).

c. The financial bid of only those bidders who qualifies in the above will be opened.

d. Thereafter, Reverse Auction process will be conducted amongst all the technically qualified bidders as per Clause no. 4 of bid document.

e. the Purchaser may award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Financial Bid, subject however, the same is found workable (“the Preferred Bidder”).

### **30. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability or any obligation to inform to the affected bidder or bidders of the grounds for the Purchaser's action.

### **31. CORRUPT AND FRAUDULENT PRACTICES:**

GIFTCL requires bidders to observe the highest standard of ethics and performance during the production and supply of Goods.

Canvassing in any form is strictly prohibited and any Bidder found to have resorted to canvassing shall be liable to have his Bid rejected summarily.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by 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.

**---Thank You---**