



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण					
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-01-2025 13:00:00				
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-01-2025 13:30:00				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	75 (Days)				
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India				
Department Name/विभाग का नाम	Na Accountant General, Jammu And Kashmir North				
Organisation Name/संगठन का नाम					
Office Name/कार्यालय का नाम					
क्रेता ईमेल/Buyer Email	chauhanv.jnk.au@cag.gov.in				
ltem Category/मद केटेगरी	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 3 to 5; PACKAGE-1 : Water purifier and conditioning system maintenance involving basic servicing 1 Year(s)				
Contract Period/अनुबंध अवधि					
Years of Past Experience Required for same/similar service/उर्न्हों/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/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,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				
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο				

Bid Details/बिड विवरण					
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No				
Type of Bid/बिड का प्रकार	Single Packet Bid				
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation				
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes				
Arbitration Clause	No				
Mediation Clause	No				
EMD Detail/ईएमडी विवरण					
Required/आवश्यकता	No				
ePBG Detail/ईपीबीजी विवरण					
Required/आवश्यकता	No				
MII Compliance/एमआईआई अनुपालन					
MII Compliance/एमआईआई अनुपालन	Yes				
MSE Purchase Preference/एमएसई खरीद वरीयता					
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes				

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.

 If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 5. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC:04 Blue Star BWD3FMRGA 10 Kent Super Star 11011

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 3 To 5; PACKAGE-1 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing (14)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable Water Purification System Reverse Osmosis Or UV Based		
Vintage of water purification / conditioning System covered under the service (Yearly)	3 to 5		
Type of AMC Package	PACKAGE-1 : Water purifier and conditioning system maintenance involving basic servicing		
Addon(s)/एडऑन	•		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Abdul Gani Hajam	190009,Mohammad Yousuf Avenue Road Opposite Civil Secretariat	14	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. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Service & Support

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

4. 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 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 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.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions

1. The Contract shall be **NON-COMPREHENSIVE**, and the firm will provide maintenance service of AMC of RO (Kent) installed in the office. Replacement o f any part of the equipment, if required, shall be done and the cost thereof will be borne by the office. All the replaced parts shall be deposited with the In-cha rge of Admn-II section of this office.

2. The Firm will be required to depute at least one engineer in this office on regular basis on all working days who must be well versed with the fault repair s/software maintenance on day-to-day basis and must possess all related equip ment/software and mark his daily attendance in Admn-II of this office. In case o f urgent and emergent situations, he can be asked to rectify the problem on we ekends and holidays and after working hours also, at no additional cost.

3. The Firm shall maintain the equipment's as per manufacturer's guideline s and shall use standard components for replacement. In case of an instance of sub-standard repair/replacement of parts by the firm, it may lead to cancellatio n of the contract and legal action may be taken against the Firm.

4. The Firm shall be responsible solely for servicing. If, during the servicing process, any part of the RO is required to be replaced, the firm will submit the estimates to Administration-II for verifying the reas onability of rates. The firm will be authorized to replace the part of th e machine only after verification of its reasonability of rates.

5. Payment shall be made on quarterly basis on equal instalments after receiving satisfactory maintenance/service certified by Administration-II.

6. The firm shall be responsible for maintenance and upkeep of the Assets of this office in order to keep them in good working condition and also cleaning of all items on quarterly basis (the agent may also be called for whenever servi cing is needed in between).

7. The firm shall attend to the fault within one hour of lodging the complaint. Equipment down time should not be more than 24 hours from the time of report of fault. In case of failure of above clause, a fully functional standby/replacemen t should be given. This would include the attached peripherals also.

8. In case the Firm fails to repair the RO (Kent) within a time period of not more than 03 days, the office will make repairs of the same from some other fi rm on the risk and responsibility of the Firm and the charges on that account s hall be borne by the firm. However, in case the firm fails to perform the servic es satisfactorily, the agreement shall be deemed cancelled and all the deposits and dues shall be forfeited and no claim for payment whatsoever will be entert ained.

9. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover damages/causes due to fire, thef t, riots, accident, earthquake, storm, flood, thundering, breakage and the other natural calamities.

10. To monitor the maintenance activity and to discuss other related matter s, meeting between the concerned officers of the Office and **the firm** will be h eld as and when need arises for the same and on the date convenient to both t he parties.

11. The firm will inspect the AMC of RO (Kent) shown in the annexure after t he signing of the contract or during the 1st visit after the signing of contract.

12. The Firm shall furnish an undertaking in the enclosed format, to the effec t that he shall maintain the confidentiality of all information/data stored on the Computer Systems of the office and shall at no cost divulge or reveal any infor mation wholly or part of it, to which he may have access during the maintenan ce, repairs etc. of the systems.

13. The Firm shall take all precautionary measures in order to ensure the saf ety of their personnel (his representative, agent, sub-firm or workmen) working in the office while executing the work. The Firm shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in a ccident to their staff and or damage to the equipment. The firm shall assume al I liability of and give to the office the complete indemnity against all action, suits, claim, demands cost charges or expenses arising out of and in connectio n with any accident, death or injury, sustained by any of their person or person s within the office premises and any loss or damage to the asset/property susta ined due to the act or omission of the Firm irrespective of whether such liability arises under the Workmen's Compensation Act,1923 or any other statute in for ce from time to time. The Firm shall assume all liability for and give to the offic e a complete indemnity against all suits or action arising out of or in connectio n with the carrying the works, whether such action is brought by the member o f public or neighbours or persons employed on the works. The Firm in carrying out the works shall conform to the statutory and other legal requirement.

14. In any case in which under clauses or clause of these condition, the firm shall have rendered itself liable to pay compensation amount to the whole of th e security deposit, the office shall have power to rescind the contract (of which rescission notice in writing to the firm) and in which case the security deposit/B ank Guarantee of the firm shall together with such sums due to the firm under t his contract shall stand forfeited and be absolutely at the disposal of the Office.

All disputes shall be subject to the jurisdiction of Court in J&K only.

15. Force majeure clause shall apply.

16. This agreement shall supersede all previous communications, both oral a nd written regarding the said subject matter and the provisions herein containe d shall not be omitted, added to or amended in any manner except in writing a nd signed by both parties hereof.

17. Form C (Registration Certificate) under Government of Jammu & Kashmir Shops & Establishment Act 1966 as a proof for availability of the Office/ Shop a t Srinagar (City).

18. All Terms & Conditions acceptance certificate is necessary to be submitt ed.

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.
- 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.

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 governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत 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---