

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-06-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-06-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Madhya Pradesh
Department Name/विभाग का नाम	Public Health And Family Welfare Department Madhya Pradesh
Organisation Name/संगठन का नाम	Health Department,madhya Pradesh
Office Name/कार्यालय का नाम	Madhya Pradesh Public Health Services Corporation
क्रेता ईमेल/Buyer Email	himanshu.jayswar@mp.gov.in
Total Quantity/कुल मात्रा	1275
Item Category/मद केटेगरी	Heavy Duty Storage Racks (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
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,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	20 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	971984

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	42

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 :

Managing Director
Madhya Pradesh Public Health Services Corporation, Public Health and Family Welfare Department Madhya Pradesh, Health Department, Madhya Pradesh,

(Md Mpphscl)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. 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 50 % of total quantity as defined/ decided in relevant policy.
4. 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.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Heavy Duty Storage Racks (1275 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Performance Parameter	Load Per Layer (max)	500, 600, 1000, 1500, 2000, 2500 (kilogram)

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	Material	Mild Steel
	Surface Finish	Powder Coated
	Type	Adjustable Pallet Racks
Warranty/Service	Warranty	1, 2, 3, 4, 5 Or higher (year)

Additional Specification Parameters - Heavy Duty Storage Racks (1275 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specifications are attached in ATC documents	Technical Specifications are attached in ATC documents

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shailendra Kumar Paliwal	462011,Agar Malwa	10	90
2	.Dr.S.S.Malviya	462011,Agar Malwa	15	90
3	Kailash Chandra Gupta	462011,Alirajpur	10	90
4	Dr. Prakash Dhoke	462011,Alirajpur	15	90
5	Sane Ram Singh Paraste	462011,Annuppur	10	90
6	Dr. Suresh Chand Rai	462011,Annuppur	15	90
7	Devesh Kumar Bhargava	462011,Ashoknagar	10	90
8	Neeraj Kumar Chhari	462011,Ashoknagar	15	90
9	Ashok Lilhare	462011,Balaghat	10	90
10	Manoj Kumar Pandey	462011,Balaghat	15	90
11	Arvind Kumar Satya	462011,Barwani	10	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
12	Anita Singare	462011,Barwani	15	90
13	Dr Ashok Kumar Tiwari	462011,Betul	15	90
14	Ashok Baranga	462011,Betul	10	90
15	Anil Kumar Goyal	462011,Bhind	10	90
16	Umesh Pal Singh Kushwah	462011,Bhind	15	90
17	Prabhakar Tiwari	462001,Bhopal	15	90
18	CS Store	462011,Bhopal	10	90
19	Shakeel Ahmed Khan	462011,Burhanpur	10	90
20	Mahendra Kumar Gupta	462011,Chhatarpur	10	90
21	CMHO Store	462011,Chhatarpur	15	90
22	Girish Chandra Chourasiya	462011,Chhindwara	15	90
23	Shikhar Chand Surana	462011,Chhindwara	10	90
24	Dr. Mamta Timori	462011,Damoh	10	90
25	Sangita Trivedi	462011,Damoh	15	90
26	Rakesh Bihari Kurele	462011,Datia	15	90
27	K C Rathore	462011,Datia	10	90
28	Vijay Kumar Singh	462011,Dewas	10	90
29	Mahendra Prasad Sharma	462011,Dewas	15	90
30	Mohanlal Malviya	462011,Dhar	10	90
31	Dr. Shirish Raghuwanshi	454001,Dhar	15	90
32	Ajay Raj	462011,Dindori	10	90
33	Dr.Ramesh Singh Maravi	462011,Dindori	15	90
34	Harsh Vardhan Jain	462011,Guna	10	90
35	Purushottam Bunkar	462011,Guna	15	90
36	Manish Sharma	462011,Gwalior	15	90
37	Rajesh Kumar Sharma	474006,Gwalior	10	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
38	Dr. Shirish Raghuvanshi	462011,Harda	10	90
39	Sudhir Jesani	462011,Harda	15	90
40	Dinesh Dehalwar	462011,Hosangabad	10	90
41	Dinesh Dehalwar	461001,Hosangabad	15	90
42	Santosh Kumar Verma	462011,Indore	10	90
43	Bhure Singh Saitya	462011,Indore	15	90
44	Rajkumar Choudharee	462011,Jabalpur	10	90
45	Dr. Ratnesh Kurariya	462011,Jabalpur	15	90
46	Bharat Singh Baghel	462011,Jhabua	10	90
47	CMHO Store	462011,Jhabua	15	90
48	Yashvant Verma	462011,Katni	10	90
49	Shyam Singh	462011,Katni	15	90
50	Dr. Dongar Singh Chouhan	462011,khandwa	15	90

...To view more consignees please login.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Note: a). Prospective Bidder are requested to submit pre bid query/representations through G eM portal within four days from bid publish date and time only.

b) These ATC will modify/substitute/supplement the corresponding GeM tender document and GTC clauses. Whenever there is any conflict between the provision in the GeM tender document & GTC and that in the ATC, the provision contained in the ATC shall prevail.

c) All the Formats (i.e Manufacturer's Authorisation form, Proforma A PROFORMA FOR PERFORMANCE Statement, Market Standing Cum Performance Statement, Affidavit) are added in Buyer Added Bid specific ATC.

1. Warranty:

i. Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods at consignee location. OEM Warranty ce

rtificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.

ii. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

2. Service & Support:

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

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

3. Generic:

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

ii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

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

iv. 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.

v. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

vi. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

vii. Bidder has to submit “**Proforma for Technical Compliance**” as attached in ‘Buyer added bid specific ATC’ format.

viii. Bidder has to submit “ **PROFORMA ‘A ‘PROFORMA FOR PERFORMANCE STATEMENT (On Non - judicial**

stamp paper of Rs 500 duly attested by notary public)”as attached in ‘Buyer added bid specific ATC’ format.

ix. Bidder has to submit “Market **Standing Cum Performance Statement** (This certificate has to be issued on the concern Chartered Accountant/Statutory Auditor letter head only) ‘Buyer added bid specific ATC’ format.

x. Bidder has to submit “**Affidavit** (To be furnished by the bidder) **(On Non - judicial stamp paper of Rs. 500 duly attested by notary public)** ” as attached in ‘Buyer added bid specific ATC’ format.

4. EMD & PBG:

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i. Bidders can submit the EMD with Payment online through RTGS / Internet banking in Beneficiary name MPPHSCL, Account No. 920010066894238, IFSC Code UTIB0000531, Bank Name Axis Bank, Branch address Bhopal Branch.

ii. Successful Bidder can submit the Performance Security in the form of Account payee Demand Draft or Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). Online payment shall be in Beneficiary name MPPHSCL, Account No. 920010066894238, IFSC Code UTIB0000531, Bank Name Axis Bank,, Branch address Bhopal Branch. 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 21 days of award of contract.

5. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

6. Bidder/Supplier/Organization/Proprietor/ ANY of the Director(s) shall not be banned or suspended or blacklisted by any Govt./ public Sector undertaking/Corporate organization or convicted in any court of Law across India or declared bankrupt or insolvent. A Self declaration certificate must be uploaded in the Gem portal under bidders Official Letter Head.

7. The MPPHSCL/Buyer reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the MPPHSCL will be binding and final on the subject.

8. Inspections and Tests: Buyer or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further,

- (i) The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier.
- (ii) Inspection of goods shall be carried out by representative of Consignee and they will issue an acceptance certificate.

9. Tender Inviting Authority:

This tender enquiry for procurement of the item mentioned in the tender document, is being invited by Madhya Pradesh Public Health Services Corp. Ltd. [MPPHSCL] (Procurement Support Agency) on behalf of Department of Public Health & Family Welfare, Govt. of Madhya Pradesh to be supplied & installed at Various Hospitals of Government of Madhya Pradesh.

10. Eligibility Criteria of Bidders: -

a. The Bidder should be

- (i) A Manufacturer in India or
- (ii) Indian subsidiary of foreign manufacturer or
- (iii) Importer of foreign manufacturer or
- (iv) Distributor/Dealer of manufacturer.

10.1 The bidder should meet the following criteria:

- a. It should have service support facilities in M.P. with qualified and trained engineers / technicians. Service support facilities include: spare parts, testing, calibration equipment, etc. for providing installation, after-sales support during warranty
- b. The manufacturer themselves or its authorized reseller(s) should have to submit satisfactory performance certificate/installation reports by respective any Govt. Organization/ Semi Govt. Organization/Hospital/ Medical College/ End User Institutions or user of such equipment anywhere in India in respect of supplies made of the similar equipment of same make in the last 05 years from the date of tender opening.

For Tendered Qty	(Round off to next whole number)
1 to 100	20%
101 to 500	20% (i.e., 20% of 100) + 5% of the tendered quantity exceeding 100
501 to 1000	40 + 5% of the tendered quantity exceeding 500
1001 to 10,000	Fixed 100
Above 10,000	Fixed 200

- c. The bidders shall have to submit a certificate from Practicing Chartered Accountant or Statutory Auditor in the bid showing the year wise quantity sold/supplied of the quoted product in last five years in which the minimum quantity sold/supplied by Bidder/ Manufacturer/Importer/Indian Subsidiary of Foreign Manufacturer should be as follows:-

S.No.	If the tendered Quantity is	Minimum Quantity supplied/sold
1	1 to 1000	20%
2	Above 1000	200 + 10% of the tendered quantity exceeding 1000

Above detail should be submitted in attached Format 3

Note-

1. In support of 10.1 (a), the Bidder shall furnish details of service support facilities in India, including addresses of such service support facilities, brief profile of engineers / technicians, list of spare parts, testing & calibration equipment etc. currently available.
2. In support of 10.1 (b), the Bidder shall furnish Performance Statement in the enclosed Format 2 Performance 'A', which shall include Satisfactory Performance Certificate/Installation Report issued by respective Consignee/ End-users of such equipment in respect of supplies made.
3. In support of 10.1 (c), Bidder should submit a certificate from practicing CA or statutory auditor of the firm, as per Format 3.
4. The TIA reserves the right to ask for a free demonstration of the quoted equipment. Demo can be conducted at a pre-determined place acceptable to the TIA for technical acceptability as per the tender specifications, before the opening of the financial bid.

11. Alternative Tenders

(i) Alternative Tenders are not permitted. All those bidders could be disqualified for all quoted products if any person (s) (i.e partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product (s)". This could fall under collusive practices.

(ii) If a bidder submits bid on behalf of the Principal / OEM (if allowed in the tender), the same bidder shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item/product. In a tender either the bidder on behalf of the Principal / OEM or Principal/OEM can bid but both cannot bid simultaneously for the same item/product in the same tender.

(iii) If a manufacturer has authorized a dealer/distributor/importer to quote a model on behalf of it, the same manufacturer shall not authorize another dealer/distributor/importer/ manufacturer itself in the same tender for the same item/product.

(iv) Bidders are requested to quote their most suitable model meeting tendered technical specifications. Alternate models are not allowed to quote.

12. Packing:

(i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit.

(ii) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

(iii) Packing: Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

13. Payment & Ordering Authority:

- a. The Ordering Authority is Deputy Director, Hospital administration, Public Health & Medical Education Department, Bhopal, Madhya Pradesh on behalf of various Hospitals of Department of Public Health & Family Welfare, Govt. of Madhya Pradesh.
- b. The payment shall be released by MPPHSCL after budget received from the respective indenting authorities as per board on behalf of various Hospitals of Department of Public Health & Family Welfare, Govt. of Madhya Pradesh upon satisfying the General Terms and Conditions, and submission of following mandatory documents by the seller to MPPHSCL/Buyer along with delivery of stores:

On delivery, satisfactory installation & acceptance: 100% payment of the contract price would be made against 'Final Acceptance Certificate' to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment upon the submission of the following documents:

- (i) One original and three copies of commercial invoice, indicating Bill to Consignee through MPPHSCL/Buyer and Ship to as: Place of Supply: Contract number, Goods Description, Quantity, Unit Price, and Total Amount. Additional place of supply as required by MPPHSCL/Buyer will be indicated at the time of placement of purchase order.
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee
- (iii) Four copies of packing list identifying contents of each package.
- (iv) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).
- (v) Four copies of Internal Test Report of the Manufacturer.
- (vi) Any other/ additional procurement-specific document(s) for delivery/ payment purposes. Invoices must be signed in original and stamped or sealed with the company stamp/seal.

14. Settlement of Disputes:

- A. If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- B. Settlement of Disputes: If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by M D, MPPHSCL.
 - a. Settlement of Disputes: Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.
 - (i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
 - (ii) The decision of the majority of arbitrators shall be final and binding upon parties.
 - (iii) Settlement of disputes through pre institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

- b. Settlement of Disputes: Notwithstanding any reference to arbitration herein,
- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (ii) The Procurement agency shall pay the Supplier any monies due to the Supplier.

15. Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- (i) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- (ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.
- (iii) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of MPPHSCL, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

16. Liquidated damages:

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract and LD shall be imposed on the value of the unexecuted order. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier. Security Deposit of such suppliers can also be forfeited besides taking other penal action like debarment from participating in present and future tenders of the tender inviting authority etc.

17. Debarment and Blacklisting Conditions:

Firms could be debarred and/or blacklisted by TIA for violating of any one or more of the following conditions for 2 years depending upon the severity of the matter:-

- (i) Delay in submitting valid agreement beyond prescribed no. of days.
- (ii) Poor after sales services.
- (iii) Delay in supply of ordered goods beyond prescribed no. of days in the bid document.
- (iv) Collusion, coercive or fraudulent practice (s).
- (v) If it is found that firms/bidders have tried to mislead the corporation/purchaser.
- (vi) Any other violation of tender terms.

18. a. The Physical demonstration of the quoted model of the said item may be held in MPPHSCL office, details of which will be shared at later stage through email with technically qualified bidders. Therefore, Bidders are Requested to mention their email Id and contact No. for future correspondence.
- b. It may be noted that transportation charges or any other charges will not be beard by MPPHSCL. It is the responsibilities of the respective Bidders.

2. Buyer Added Bid Specific ATC

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

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---