



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6302654 Dated/दिनांक : 03-06-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-06-2025 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-06-2025 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	70 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Social Justice And Empowerment	
Department Name/विभाग का नाम	Department Of Empowerment Of Persons With Disabilities	
Organisation Name/संगठन का नाम	N/a	
Office Name/कार्यालय का नाम	National Institute For The Empowerment Of Persons With Visual Disabilites Divyangjan	
क्रेता ईमेल/Buyer Email	chandilakhera-niepvd@nivh.gov.in Custom Bid for Services - 1	
ltem Category/मद केटेगरी		
Similar Category/समान श्रेणी	Supply of Packaged Water Bottle	
Contract Period/अनुबंध अवधि	2 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 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 छ्र्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्र्ट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (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?/	No	
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	
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

Advisory Bank/एडवाईजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	180000

## ePBG Detail/ईपीबीजी विवरण

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 securityshould 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 :

Director

National Institute For The Empowerment Of Persons With Visual Disabilites Divyangjan, Department of Empowerment of Persons with Disabilities, N/A, Ministry of Social Justice and Empowerment 116, Rajpur Road, Dehradun (Director Nivb)

(Director Nivh)

## 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 orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. 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.

6. 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.

7. 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 <u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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. 8. If L-1 is not an MSE service (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.

9. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

Supply of Ration/Grocery Items - 1748926451.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1748926519.pdf</u>

Penalties: 1748926641.pdf

GEM Availability Report ( GAR):<u>1748926683.pdf</u>

Buyer's Competent Authority Approval: <u>1748926795.pdf</u>

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1748926900.pdf

Instruction To Bidder:<u>1748927319.pdf</u>

Payment Terms: 1748928523.pdf

## Custom Bid For Services - 1 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Values
1
YES
YES

Addon(s)/एडऑन

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारीAddress/पता!अधिकारी*********************************		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Chandi Prasad Lakhera	248001,NIEPVD 116 RAJPUR ROAD DEHRADUN	1	N/A

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

#### 1. Generic

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

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# SCOPE OF WORK FOR MESS RATION GROCERY ITEMS TENDER

The purpose of this tender is to engage a reliable and experienced supplier for the supply and delivery of r ation/grocery items on a monthly basis, as per the requirements of the buyer organization. The successful bidder shall be responsible for the following:

#### 1. Supply of Items

- o The supplier shall provide a wide range of ration and grocery items.
- Quantities and types of items will be specified by the buyer on monthly basis.

#### 2. Quality Requirements

- All produce must be Grade-1, wholesome, and free from decay, damage, or pest infestation.
- Items must be sorted and graded, conforming to standard market classifications (e.g., Grade A).
- Grocery items should not be chemically ripened or artificially colored.
- The buyer reserves the right to inspect the goods at the time of delivery and reject any item that do es not meet the required standards.

#### 3. Packaging

• Items must be properly packed in clean, food-grade containers or baskets to prevent spoilage and c ontamination during transit.

#### 4. Delivery Schedule

- Deliveries must be made on monthly basis as per the demand schedule communicated by the buye r.
- The supplier must ensure doorstep delivery to the designated site i.e. National Institute for the Emp owerment of Persons with Visual Disabilities (Divyangjan), NIEPVD, 116, Rajpur Road, Dehradun – 2 48001 (Uttarakhand).

#### 5. Transportation

• The supplier shall arrange for their own transport facilities to ensure timely delivery without depend ence on third-party logistics.

#### 6. Order Execution and Reporting

- All orders will be placed on monthly basis, and the supplier must acknowledge receipt and provide c onfirmation of dispatch.
- A delivery challan/invoice must accompany each consignment.

#### 7. Substitution and Replacement

- If any item is out of stock or unavailable, the supplier must notify the buyer at least 24 hours in adv ance and suggest a suitable replacement (subject to buyer approval).
- Rejected items must be replaced within 04 hours at no additional cost.

#### **TERMS AND CONDITIONS**

- If the quality or quantity of the grocery items supplied is found to be unsatisfactory, the Institute reserves the right to deduct the corresponding amount from the supplier's bill.
- The supply of grocery items will be **inspected** by the Institute's **Catering Officer** or his **authorize d representative**.
- Grocery items must be supplied on a **monthly basis** as per the Institute's requirements.
- The rates quoted should be clearly mentioned in **per kilogram (kg), per litre (ltr), per piece**, etc ., as applicable for each item listed.
- **Payments** for bills submitted by the supplier/distributor will be processed in the **following month**, subject to satisfactory receipt and verification of goods.
- The **approved tender rates shall remain fixed for two (2) years**, irrespective of any fluctuation s or increases in market prices.
- The supplier must be an **authorized dealer or registered supplier** of grocery items in the market . A **copy of the authorization or registration letter** must be enclosed with the tender documents.
- The **quantity** of grocery items required may **vary monthly** depending on the **menu** and the **numb er of students/trainees**.
- **Samples** of the grocery items quoted must be **submitted along with the tender** for quality evalu ation and approval. Failure to submit samples may result in disqualification from the tender process.
- Institute has reserves the rights to cancel the tender if delivery or quality of products is not satisfacto ry.

## **Payment Terms and Conditions**

The following terms shall govern the payment process for the supply of Ration/grocery items under this ten der:

#### 1. Mode of Payment

- All payments shall be made **electronically.**
- No cash or manual payment shall be entertained under any circumstances.
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- 2. Payment Schedule
- Payment shall be made monthly basis **only after successful delivery**, inspection, and acceptanc e of the goods by the authorized representative of the buyer.
- A **bill** shall be provided to initiate payment processing.
- Standard payment processing time is within 10 to 30 days from the date of acceptance and invoi

ce submission.

- - 3. No Advance Payment
- No advance payment shall be made.
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- 4. Deductions
- Payments may be subject to deductions for:
  - Supply of substandard or rejected items.
  - Any applicable taxes, duties, or levies as per Government rules.
  - ο
  - 5. Taxes and Statutory Deductions
- **TDS (Tax Deducted at Source)**, if applicable, shall be deducted as per Government norms.
- The supplier must mention their **GSTIN** and ensure that **GST invoices** are issued in compliance wit h applicable tax laws.
- The buyer shall not be liable for any taxes or duties other than those mentioned in the PO.

#### 6. Bank Details

- The supplier must ensure their **bank details are correctly mentioned** for seamless processing of payments.
- Any delay due to incorrect bank details shall be the responsibility of the supplier.
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- 7. Disputes on Payment
- In case of any discrepancy or dispute regarding the payment, the matter shall be addressed amicab ly and resolved within 15 working days.
- Unresolved disputes may be escalated to the competent authority or resolved as per the Dispute Resolution clause in the tender.

#### Penalties

To ensure timely and quality supply, the following penalties shall be applicable in case of default by the su pplier:

#### 1. Delay in Delivery

- If the supplier fails to deliver the goods within the stipulated time mentioned in the Purchase Order (PO), a penalty of **5% of the total order value per day of delay** shall be imposed.
- The maximum cumulative penalty for delay shall not exceed **10% of the total order value**.
- Beyond this, the buyer reserves the right to **terminate the contract** and/or procure the items fro m an alternate source at the risk and cost of the defaulting supplier.

#### 2. Rejection Due to Poor Quality

- If supplied items are found to be of **substandard quality**, **damaged**, or **not as per specification s**, they will be **rejected** outright.
- The supplier must **replace the rejected goods within 04 hours** of intimation.
- Failure to replace within the stipulated time will result in a penalty of **₹500 per item/consignment**

#### 3. Non-Delivery or Short Supply

- In case of **non-delivery or short delivery** without prior approval or intimation, a penalty of **5% of the undelivered value** shall be levied per instance.
- Repeated incidents (more than 3 in a contract period) may lead to **blacklisting** of the supplier on G eM and **termination of the contract**.

#### 4. Incorrect or False Invoicing

• Any instance of **inflated billing, false quantities, or unauthorized items** in invoices shall resul t in immediate suspension of payment and a penalty of **₹1,000 per instance**, in addition to any le gal actions as per applicable laws.

#### 6. Dispute Resolution Related to Penalties

- If the supplier disputes any penalty imposed, they may submit a written representation within **7 wo rking days** of such imposition.
- The decision of the competent authority shall be **final and binding**.
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## 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.
- 16. 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.
- 17. 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 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 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 कामाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---