



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/E

Dated/दिनांक : :

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-02-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-02-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Maharashtra
Department Name/विभाग का नाम	Skill Development And Entrepreneurship Department Mah
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Directorate Of Vocational Education And Training,maharas
Total Quantity/कुल मात्रा	57
Item Category/मद केटेगरी	Vehicle Lift (Q2) , Wheel Alignment Machine
BOQ Title/बीओक्यू शीर्षक	Two post and wheel
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	95 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	477 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requester ATC),OEM Authorization Certificate,OEM Annual Turnover,, 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 s document *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his for exemption must be uploaded for evaluation by the buy

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Wheel Alignment Machine
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	26460
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	68968

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(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 are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छू बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Deputy Director
Directorate Of Vocational Education And Training, Maharashtra, Skill Development and Entrepreneurship Department
Maharashtra, N/A,
(Nitin Ananda Nikam)

Splitting/विभाजन

Bid splitting not applied.

MSE Purchase Preference/एमएसई खरीद वरीयता

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

MII Purchase Preference/एमआईआई खरीद वरीयता	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 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 turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of 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 their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before 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 be taken into account for this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Vehicle Lift	32
Schedule 2	Wheel Alignment Machine	25

Vehicle Lift (32 pieces)

Brand Type/ब्रांड का प्रकार	Registered Brand
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Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allow Values)/अनुमत मूल्य
APPLICATION / TYPE / CONFIGURATION	Type of mounting	Surface mounted
	Lift Type	2 Post
	Lift Configuration	Symmetric
	Driver Type	Electro-hydraulic
CAPACITY / PERFORMANCE	Lifting capacity	4, 4.5, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 20, 2 Or higher
	Lifting height with load (Maximum)	1850.0
	Lifting time (Maximum)	45.0
POWER SUPPLY	Power supply	Three phase, 50 Hz
	Working Voltage	415 ± 10% V AC
WARRANTY	Warranty on lift Structure	3, 4, 5, 6, 7 Or higher
	Warranty on Hydraulic Cylinders / Power Unit	3, 4, 5 Or higher

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/दिल
1	Nitin Ananda Nikam	400001,3, Mahapalika Marg, Opp Metroi Cinema	32	45

Wheel Alignment Machine

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/दिल
1	Nitin Ananda Nikam	400001,3, Mahapalika Marg, Opp Metroi Cinema	25	45

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The Seller is bound to accept the orders accordingly.

2. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address and Phone No. required to be furnished along with the bid

3. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the purchase order with the Seller.

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods, Training of operators and providing Statutory Clearances required (if any)

5. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignment Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centres.

Centre.

6. Service & Support

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

7. Service & Support

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

8. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agencies 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 the bid)
committee nominated by Buyer

Post Receipt Inspection at consignee site before acceptance of stores: At Consignee Location

9. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. Original Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller shall guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded as part of the bid.

10. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Director of Vocational Education and Training Account No. 510101000599718 IFSC Code UBIN0905364 Bank Name Union Bank of India Branch address Mahapalika Marg, Mumbai 400001.

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

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Director of Vocational Education and Training Account No. Director of Vocational Education and Training 510101000599718 IFSC Code UBIN0905364 Union Bank of India Mahapalika Marg, Mumbai 400001. 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 of the Online Payment Transfer in place of PBG within 15 days of award of contract.

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

a) The product offered must match the specifications. Better and Higher Specifications and Positive deviations are accepted. All other parameters must generally conform to the stated standards (IS or equivalent Indian standards). Images / Diagram and Reference Brands are only indicative of the product required. Any item or part of the specification but is required for installation of the item, the same shall be supplied free of cost by the manufacturer.

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

c) Sample Clause: DVET may ask for a sample of specific product offered by the bidder; which shall be submitted within 5 days on such request; and carry out inspection and tests by its experts or from any Government approved laboratory. Related to inspection and tests in Government approved labs shall be borne by the bidder. If any destruction or damage occurs to the sample, the bidder shall be liable for the same.

carried out, the sample will not be returned to the bidder.

- d) Cost of Pre-Dispatch Inspection (If applicable) should be borne by the supplier.
- e) Bidder/OEM experience: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products, to Central / State Govt Organization / PSU / Public Listed Company/Private Ltd Company/Government affiliated in number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts (Relevant Invoice and proof of Installation) along with covering letter as per Annexure -D to be submitted along with bid in support of having supplied some quantity during each of the Financial year (2019-2020, 2020-2021, 2021-2022). In case of bunch bids/BOQ bids, the category of primary product having highest value should meet this criterion.
- f) Past Performance: The OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity (or Value), in at least one of the last Five Financial years before the bid opening any Central / State Govt Organization / PSU / Public Listed Company/Private limited companies/Government affiliated institute. Copies of relevant contracts (Relevant Invoice and proof of Installation) along with covering letter as per Annexure -E (proving supply of cumulative order quantity/value in any one financial year) to be submitted along with bid in support of quantity/value supplied in the relevant Financial year (2019-2020, 2020-2021 and 2021-2022). In case of bunch bids/BoQ bids, the category of primary product having highest value should meet this criterion.(Annexure -E)
- g) The Purchaser reserves the right to issue Repeat Orders per Clause 3.3.2 of Maharashtra Government Resolution dated 1.12.2016
- h) Terms and condition mentioned in Maharashtra Government Resolution for Purchase by Industry, Power and Transport department dated 01.12.2016, 24.08.2017 as well as 08.12.2017 will also be applicable.
- i) Liquidated Damages: If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price the liquidated damages, a sum equivalent to 0.5% of the delivery price of the delayed goods for each week or part of a week of delay until actual delivery, up to a maximum deduction of 5% of stipulated price of the stores. However, the purchaser may in its sole discretion without assigning any reason may refuse to extend the delivery period or may terminate the Contract by issuing notice to vendor.
- j) USE OF CONTRACT DOCUMENTS AND INFORMATION
 - I. The Vendor shall treat as confidential all data and information about the Tendering Authority obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.
 - II. The Vendor shall not, without the Tendering Authority's prior written consent, disclose or use any information furnished by or on behalf of the Tendering Authority in connection therewith, to any person or entity other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of the contract performance.
 - III. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the performance under the Contract if so required by the Tendering Authority.
 - IV. The Vendor must act in good faith and at all times extend its fullest cooperation to the Tendering Authority, its employees and agents during the performance of the Services.
 - V. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Tendering Authority.
 - VI. The Vendor shall refrain from disclosing or publicizing to its clientele including prospective clients or to the public that it has provided Services to the Directorate without prior approval of the Tendering Authority.
 - VII. The Vendor shall not divulge to any person not authorized by the Directorate and shall not use for its own purposes, any information concerning the Tendering Authority, its staff or the Project or the Services. The Vendor may have access to directly or indirectly from the services performed under this Agreement. The Vendor shall otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Directorate to the Vendor.
 - VIII. This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge any such information for his/her own purpose.
 - IX. The Vendor shall have no authority to commit the Tendering Authority to any additional costs or fees or expenses in connection with the Project.
 - X. The vendor shall report immediately to the Tendering Authority any circumstances which might reasonably be expected to impair or prejudice the performance of the Services.
 - XI. All data, reports, notes, drawings, specifications, statistics, plans and other documents compiled or made by the Vendor while performing the Services shall be the exclusive property of the Tendering Authority and the Vendor shall have no copyright or other interest therein, and upon completion of the Services, all such documents shall be returned to the Tendering Authority.

determination of the contract or Termination of the Engagement, the said documents and reports shall be submitted to the Tendering Authority or disposed of as the Tendering Authority may direct.

XII. The Vendor shall at all times refrain from showing the report/work in progress or the report/work to any person not authorized by the Tendering Authority.

XIII. The Vendor shall make available to the Tendering Authority documents and records relating to the performance of the Vendor for verifying the authenticity of the claims made.

- k) Risk Purchase: The contractor fails to deliver the stores of any installment thereof within the period fixed for delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on the purchase, or if there is an agreement to purchase, such agreement is made, in case of default, to repurchase the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
- l) Fall Clause: It is a condition of the contract that all through the currency thereof, the price at which you will supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract. That in the event of the prices going down below the rate contract prices you shall promptly furnish such information to enable us to amend the contract rates for subsequent supplies.
- m) Force Majeure Clause: "If, at any time, during the continuance of this contract the performance in whole or in part of either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostilities, the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, riots or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventual event by either party to the other within 21 days from the date of occurrence thereof, neither party shall be liable for such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, components and stores in course of manufacture in the possession of the contractor at the time of such termination, and such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores, the contractor may with the concurrence of the purchaser elect to retain.
- n) Payment: 90% payment against delivery and 10 % against satisfactory installation, commissioning, testing, and working trial at consignee's place. Part payment will be allowed.
- o) Date on which the acceptable goods have been offered for inspection to the inspecting agency shall be deemed the date of delivery.
- p) It is required that procuring entities as well as Bidders, Suppliers, Contractors, and their sub-contractors, shall adhere to the highest standards of ethics during the procurement and execution of such contracts. For the purposes of this clause, the terms set forth below as follows:
- I. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence improperly the actions of another party;
 - II. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - III. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - IV. "coercive practice" is impairing or harming, or threatening to impair or harm, directly, or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - V. "obstructive practice" is : deliberately destroying, falsifying, altering or concealing material to the investigation or making false statements to investigators in order to materially and adversely affect the procuring entity investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of relevant information to the investigation or from pursuing the investigation; and acts intended to materially and adversely affect the exercise of the procuring entity's inspection and audit rights.
- q) The procuring entity will reject a proposal for award if it determines that the Bidder/Service Provider(Contractor/Non-consulting) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, coercive or obstructive practices in competing for the contract in question. The procuring entity will cancel the contract and the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, or consultants engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the buyer. The procuring entity will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices. Bidders, suppliers, contractors,

- consultants to permit the procuring entity to inspect their accounts and records and other documents relating to submission and contract performance and to have them audited by auditors appointed by the procuring entity.
- r) As far as possible, disputes may be resolved with mutual agreement between the procuring entity and suppliers, contractors and consultants through alternate dispute resolution mechanisms to avoid going through arbitration and litigation stages. All the contracts will be governed by the laws of India. The courts of the place where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising in respect of the contract. Irrespective of the place of delivery, the place of performance or place of payment of contract or the place of issue of advance intimation of acceptance of tender, the contract will be deemed to be made at the place from where the acceptance of the tender has been issued. In the event of any question, difference arising under the contract conditions or any special conditions of contract, or in connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions) they shall be referred to the sole arbitration of an officer, from the government department other than the department which decided the contract, having sufficient knowledge of law, appointed to be the arbitrator by the purchaser. The decision of the arbitrator shall be final and binding on both the parties to this contract. In the event of the arbitrator neglecting or refusing to act or resigning or being unable to act for any reason, it will be lawful for the purchaser to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. It is further a term of the contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and in any case where for any reason that is not possible, the matter is not to be referred to arbitration at all. Arbitrator may, from time to time and with the consent of all parties to the contract enlarge the time for making the award. In pursuance of a reference to arbitration, the assessment of the costs incidental to the reference and award respectively will be at the discretion of the arbitrator. Subject to as aforesaid, the Arbitration and Conciliation [Amendment] Act, 2015 amended up to date and the rules thereunder and any statutory modification thereof for the time being in force will be deemed to apply to the proceedings under this clause. The arbitrator will be requested to give a reasoned award. The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.
- s) The goods under supply must be fully insured against any loss or damage during transit or storage. Insurance to be taken for 110% of value of the contract.
- t) The supplier/ contractor should have proper and valid license/ right to the use of and/ or supply the product for their design, material or manufacturing and its patent, trademark or industrial design rights in the respective country. The supplier/ contractor should safeguard the interest of the purchaser from any third party claim of infringement of same and indemnify the purchaser.
- u) The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter alia after the contract period out of:
 - I. Any negligence or wrongful act or omission by the Bidder or any subcontractor or third party in connection with or incidental to this contract or
 - II. Any breach of any of the terms of this contract by all Vendors or any sub-contractor or third party.
- V) After delivery, installation and testing, the vendor will have to register the product with the respective OEM and confirm genuineness of product and warranty.
- x) **Attached following formats while submitting the tender:-**
 - **The Manufacturers Authority Certificate (Format as prescribed in Annexure A) for each product (both Hardware and Software) has to be submitted.**
 - **Declaration of blacklisting (Format as prescribed in Annexure B) on Rs 100/- stamp paper to be submitted.**
 - **The bidder must submit NO - DEVIATION STATEMENT mentioning the make & model of the product (wherever applicable) quoted in the bid. No Deviation statement of specification of the product shall be offered giving details of specification in the (Format as prescribed in Annexure C).**
 - **Format F for performance of DVET.**
- 2) Formats of **Annexures (A,B,C,D E, F & G)** are uploaded with the Buyer uploaded ATC document.
- 3) For OEM and Bidder please provide **turnover** for the year of **2019-2020, 2020-2021 and 2021-2022**.
- 4) For **EMD reimbursement**, mention **Bank details** also while uploading the tender.
- Y) **Warranty for Two post lift is 3 year as per catalogue and wheel Alignment Machine is one year. Both should be required**

CONSIGNEE LIST

Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Gadhinglaj
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Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_SHIRUR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_KADEGAON	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Lonand	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_MANDRUP	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_DADAR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_MUMBAI11	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_GOVANDI	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_MULUND	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_SHAHAPUR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_KALMESHWAR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_KATOL	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_NAGPUR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Bhandara	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_LAKHANDUR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITIA_DEWARI	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_MUL	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_DESAIGANJ	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_AMBAD	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_AHAMADPUR	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Osmanabad	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_RAJURAKOLE	4
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Ahmednagar	4

Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_NASHIK
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_BULDHANA
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_SINDKHEDRAJA
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_MANGRULPIR
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_CHANDURBAZAR
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_DHAMANGAONRAILWAY
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_YAVATMAL1
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	Govt_ITI_Bhusawal
Two post car lift - capacity 4000 kg	As per specifications uploaded	1	numbers	ITI_JAMNER

13. 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 Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) included by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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 the conditions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being 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.
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 m

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

[This Bid is 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 the 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 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 को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने का अधिकार होगा।

---Thank You/धन्यवाद---