







# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details					
बिड बंद होने की तारीख/समय /Bid End Date/Time 28-08-2025 15:00:00					
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-08-2025 15:30:00				
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)				
मंत्रालय ⁄ राज्य का नाम / Ministry / State Name	Gujarat				
विभाग का नाम/Department Name	Legal Department Gujarat				
संगठन का नाम/Organisation Name	N/a				
कार्यालय का नाम/Office Name	Gandhinagar				
वस्तु श्रेणी /Item Category	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 7 to 9; PACKAGE-4: Water purifier and conditioning system maintenance involving basic servicing,				
अनुबंध अवधि /Contract Period	1 Year(s)				
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)				
उर्न्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)				
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes				
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No				
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No				
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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				

बिड विवरण/Bid Details			
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)		
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7		
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes		
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders		
बिड का प्रकार/Type of Bid	Two Packet Bid		
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days		
अनुमानित बिड मूल्य /Estimated Bid Value	600000		
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation		
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes		
मध्यस्थता खंड/Arbitration Clause	No		
सुलह खंड/Mediation Clause	No		

## ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	18000

### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

#### Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

The Registrar

Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P. O.), Gandhinagar - 382426 (Gujarat), INDIA.

(Gujarat National Law University, Gandhinagar)

#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

### एमआईआई अन्पालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

- 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. 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.
- 3. 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.
- 4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
- 5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for

participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detailed description such as Model, Brand, capacities, associated accessories etc, of the assets to be covered under the AMC:Detailed description such as Model, Brand, capacities, associated accessories etc, of the assets to be covered under the AMC: As per Bid specific Scope of Work in Annexure - I

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 7 To 9; PACKAGE-4: Water Purifier And Conditioning System Maintenance Involving Basic Servicing, .. (43)

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable Water Purification System Reverse Osmosis Or UV Based	
Vintage of water purification / conditioning System covered under the service ( Yearly)	7 to 9	
Type of AMC Package	PACKAGE-4: Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump	
एडऑन /Addon(s)		

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

5	क.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	L	Antim Patel	382426,Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P.O.), Gandhinagar.	43	N/A

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

#### 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 Scope Of Work(SOW)

Text Clause(s)

## **Scope of Work:**

Bidder should provide Comprehensive AMC service to cover the repair/replacement of defective parts if any during the currency of the contract and maintenance of the following 10 R Os and 31 Aqua guards:-

SR No.	Building Location	QTY	RO Model
1.	Boys Hostel	3	250 LPH RO (2)
			500 LPH RO (1)
2.	Girls Hostel	3	250 LPH RO (2)
			500 LPH RO (1)
3.	Admin Block	2	250 LPH RO
4.	Guru Bhavan	1	250 LPH RO
5.	Refectory	2	250 LPH RO
6.	Academic Block	1	250 LPH RO
			250 LPH RO (10)
	Total =	12	500 LPH RO (2)

SR No.	Building Location	QTY	Model
1.	Boys Hostel	5	Aqua Guard
2.	Girls Hostel	10	Aqua Guard
3.	Admin Block	5	Aqua Guard
4.	Guru Bhavan	4	Aqua Guard
5.	Refectory	2	Aqua Guard
6.	Sishya Bhavan	3	Aqua Guard
7.	Bunglow	1	Aqua Guard
8.	Main gate	1	Aqua Guard
	Total =	31	

Other Terms and Conditions for RO AMC:

## **Eligibility Criteria of Bidders**

- The bidder should have satisfactorily completed the similar works comprising as mention ed below during the last three years ending previous day of last date of submission of bids. Similar nature shall mean "operation and maintenance of water softening plant " or "Any P H Work s" or "Any water treatment". Certified copy of work orders and completion certifica tes for work issued by the authority concerned to establish work experience shall be submit ted with bid. Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates. The bidder should have successfully execute d at least three (3) AMC projects of a similar nature within the last three years in Government, Semi-Government, or Educational Institutions. Submission of relevant experience certificates is compulsory.
- 2) Service provider's office should be located within AMC (Ahmedabad Municipal Corporatio n)/GMC (Gandhinagar Municipal Corporation) limit since last one year ending previous day of last date of submission of bids. Service provider shall provide all local contact informatio n like address, landline phone, mobile numbers, email address, fax number, names of cont act persons(at least two) etc.
- 3) A valid GST registration is required. The bidder must adhere to all relevant labour laws, e nvironmental regulations, and tax requirements.
- 4) ISO 9001:2015 Quality Management System

Copy of ISO certificate must accompany the tender submission.

- 5) Bidder should have a minimum solvency of Rs. 5 Lakhs issued from a recognized bank no t older than 6 months from bid end date and not later than the bid end date.
- 6) The bidder must demonstrate an average annual turnover of₹5 lakhs or more over the p ast three years.

#### **Terms & Conditions**

1. The contractor shall be responsible for the proper behaviour of the persons employed by him. He will also be responsible for any damage to the property of GNLU as a result of negli gence of the workers. Any such damage or loss will be repaired/corrected by the contractor

- 2. If work has not been carried out satisfactorily in any of the areas, apart from the making proportionate deduction for the amount of work not carried out by the contractor an adequ ate penalty will be imposed where the work has not been carried out satisfactorily.
- 3. In case the contractor fails to carry out the work satisfactorily apart from the right to term inate the contractor the GNLU reserves the right to get the work done at the risk and cost of the contractor.
- 4. The contractor shall provide to GNLU the names, addresses and photographs of the pers ons to be engaged for above work in advance in the prescribed Performa for security cleara nce. The contractor shall not employee any persons other than those specifically cleared by GNLU from the security angle.
- 5. The institute will not to be responsible for any damages, injury or for any other contingen cy to contractor's person. Agency has to ensure comprehensive insurance of all staff.
- 6. Only those person who have attended the age of having age 18 years & above and up to 60 years of age and physically fit throughout the contract period only should be deployed b y agency.
- 7. The contractor shall submit their bills as early as possible with all required documents. (I. e. copy of attendance register, wages register, payment details, invoice, voucher or any ot her required supporting documents, etc.)
- 8. In case of any dispute between the institute and the contractor the decision of the Regist rar, GNLU, Gandhinagar shall be final and binding to both the parties.
- 9. Service tasks must be executed exclusively by trained and experienced technical staff.
- 10. The service response must be initiated within 24 hours of receiving a service request.
- 11. Only Original Equipment Manufacturer (OEM) parts and components are acceptable for rep lacements. Replaced parts must include a sub-warranty along with other associated benefit s.
- 12. Preventive maintenance is to be carried out at least once every month. A duly signed servi ce register documenting the maintenance work must be submitted.
- 13. If the work is abandoned midway, the remaining work will be completed through the open market and the cost will be recovered from the contractor.
- 14. Should provide service during all the days including Holidays.
- 15. Bidders should provide a minimum of twelve preventive/ comprehensive maintenance ser

vices during a contractual year to operating unit to carry out functional checks and minor a djustments / tuning as may be required.

- 16. In case of any breakdown of the equipment / system on receiving a call from the customer , the contractor is to provide immediate maintenance assistance to make the system / equi pment serviceable.
- 17. A successful bidder has to repair all working units and then maintain them for contract dur ation as per comprehensive maintenance contract terms and conditions.
- 18. The duration of the Annual Comprehensive Maintenance Contract (ACMC) of RO Plants is 1 year from the date of issuance of the contract. The period of service is one years, which may be extended based on satisfactory service.
- 19. Geographical presence in Gujarat State, preferably in the city of Ahmedabad or Gandhinag ar, Gujarat.
- 20. During continuance of the contact, the Agency shall abide at all times by all existing labour laws and other related laws.
- 21. The employees of the Agency in no case shall be treated as the employees of the GNLU at any point to time.

### 3. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

#### 4. Service & Support

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

#### 5. Service & Support

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

# अस्वीकरण/Disclaimer

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 सामान्य नियम और शर्तै/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।/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, 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.

---धन्यवाद/Thank You---