

**Bid Document/ बिड दस्तावेज़**

| Bid Details/बिड विवरण  |   |
|--|---|
| <b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>                               | 21-05-2025 21:00:00   |
| <b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>                              | 21-05-2025 21:30:00   |
| <b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b> | 120 (Days)  |
| <b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>                                 | Ministry Of Defence   |
| <b>Department Name/विभाग का नाम</b>  | Department Of Military Affairs  |
| <b>Organisation Name/संगठन का नाम</b>  | Indian Army   |
| <b>Office Name/कार्यालय का नाम</b>   | *****   |
| <b>क्रेता ईमेल/Buyer Email</b>   | arijitbose.671n@gov.in  |
| <b>Total Quantity/कुल मात्रा</b>   | 1068  |
| <b>Item Category/मद केटेगरी</b>  | J2 7320 000012 SHIELD WIND CIRCULAR , J2 7310 000157 COOKER OIL STOVE , J2 7320 000006 CONTAINER GHEE OIL , J2 7310 000161 SPANNER D E OIL COOKER NO 1 MK I , J2 7310 000162 SPANNER DE OIL COOKER NO 2 MK II , K1 7105 000038 CASES TOOL BARBERS , K1 7105 000069 SCREEN LIGHT MOVEABLE MK 2 |
| <b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>         | SHIELD WIND CIRCULAR, COOKER OIL STOVE, CONTAINER GHEE OIL, SPANNER D/E OIL COOKER NO 1 MK I, SPANNER DE OIL COOKER NO 2 MK-II, CASES TOOL BARBERS, SCREEN LIGHT MOVEABLE MK-2  |

| Bid Details/बिड विवरण   |   |
|---|---|
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                      | <p><b>Searched String:</b> SHIELD WIND CIRCULAR</p> <p>Wind sock, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cable with Rigid Conductor (V2) as per IS 694, Face Shield, Poly Carbonate Shield (MHA) (V2), PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, Circular Stapler (V2), Wind / Water Proof Gloves (Defence), Circular Socket or Connector, Cafeteria Chair, Jacket Wind Cheater (Defence)</p> |
|   | <p><b>Searched String:</b> COOKER OIL STOVE</p> <p>Biomass Stove, 15w - 40 Diesel Engine Oil, Domestic Pressure Cookers (V2) as per IS 2347, Electric Coil Stove, Internal Combustion Engine Crankcase Oils for Automotive Application (Diesel and gasoline) as per IS: 13656, Rumali Roti Stove, Stock Pot Stove, Gear Lubricants For Enclosed Industrial Gear Drives conforming to IS 8406, Domestic Gas Stoves for use with Piped Natural Gas (PNG) as per IS 17153, Oil tray</p>              |
|   | <p><b>Searched String:</b> CONTAINER GHEE OIL</p> <p>Ghee (Defence), Waste Containers and Accessories - Domestic (V2), Desi Ghee from Auraiya - ODOP, Transmission/Drive Train Oil (TDTO), Ghee (V1) (Defence), FPO - A2 Ghee, Roller container, Spit Container (V2), Plastic Container (V2), Sharp Container for Bio - Medical Waste Collection</p>  |
|   | <p><b>Searched String:</b> SPANNER D/E OIL COOKER NO 1 MK I</p> <p>Category not available on GeM for the text string uploaded by the buyer</p>  |
|   | <p><b>Searched String:</b> SPANNER DE OIL COOKER NO 2 MK-II</p> <p>Sleeping Bag MK 4 (JSS), Goggles GS MK - 2 (Defence), Snow Shoes Truger, MK - 2, Karabiners Screw Type MK - 2 (Defence), Extinguisher Fire Defence, 6.5 Kg Co2, Portable, Trolley Mounted MK - 2, One Man Meals Ready to Eat (Menu No 2) (V3) (Defence), One Man Meals Ready to Eat (Menu No. 2) (V2) (Defence), bag kit universal, thermal gloves, Demulsifier for Mehsana Asset - ONGC</p>                                   |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <p><b>Searched String:</b> CASES TOOL BARBERS</p> <p>Book Cases, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, Wooden Packing Cases, Book Cases- handcrafted, Wooden Book Case, Compact Disk Cases - CD - DVD Case, Cutting Tools, Tool bag, Wooden Shelf / Case / Rack / Credenza / Modular Storage (V2), Medico legal evidence collection kit in sexual assault cases (Survivor)</p>   |
|   | <p><b>Searched String:</b> SCREEN LIGHT MOVEABLE MK-2</p> <p>Rubberised Fabrics and Ground Sheet - JSS Standard - MK XII, Television (TV) (V2), Light Weight Web Equipment</p>  |
|   | <ul style="list-style-type: none"> <li>Adjustable Spanner</li> </ul>  |

| Bid Details/बिड विवरण   |   |
|---|---|
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>                    | 6 Lakh (s)  |
| <b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>   | 10 Lakh (s)   |
| <b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>                 | 3 Year (s)  |
| <b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>   | No  |
| <b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>   | No  |
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)<br>*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 |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | No  |
| <b>Past Performance/विगत प्रदर्शन</b>   | 80 %  |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | Yes   |
| <b>RA Qualification Rule</b>  | H1-Highest Priced Bid Elimination   |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid  |
| <b>Primary product category</b>   | J2 7320 000012 SHIELD WIND CIRCULAR   |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days  |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No  |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation   |
| <b>Arbitration Clause</b>   | No  |
| <b>Mediation Clause</b>   | No  |

#### EMD Detail/ईएमडी विवरण

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|-----------------------------|---------------------|

|                       |       |
|-----------------------|-------|
| EMD Amount/ईएमडी राशि | 49018 |
|-----------------------|-------|

#### ePBG Detail/ईपीबीजी विवरण

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 3.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 14                  |

(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 :

COMMANDANT

222 Abod, Department of Military Affairs, Indian Army, Ministry of Defence  
(Col Ak Singh)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last 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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **J2 7320 000012 SHIELD WIND CIRCULAR**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier**

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

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

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

| <b>S.No./क्र. सं.</b> | <b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b> | <b>Address/पता</b> | <b>Quantity/मात्रा</b> | <b>Delivery Days/डिलीवरी के दिन</b> |
|-----------------------|--|--------------------|------------------------|-------------------------------------|
| 1                     | *****  | *****KAMRUP        | 647                    | 30                                  |

**J2 7310 000157 COOKER OIL STOVE**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

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

| <b>S.No./क्र. सं.</b> | <b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b> | <b>Address/पता</b> | <b>Quantity/मात्रा</b> | <b>Delivery Days/डिलीवरी के दिन</b> |
|-----------------------|--|--------------------|------------------------|-------------------------------------|
| 1                     | *****  | *****KAMRUP        | 17                     | 30                                  |

## J2 7320 000006 CONTAINER GHEE OIL

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

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### 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              | *****   | *****KAMRUP | 139             | 30                           |

## J2 7310 000161 SPANNER D E OIL COOKER NO 1 MK I

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

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### 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              | *****   | *****KAMRUP | 116             | 30                           |

## J2 7310 000162 SPANNER DE OIL COOKER NO 2 MK II

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
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### 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              | *****   | *****KAMRUP | 18              | 30                           |

## K1 7105 000038 CASES TOOL BARBERS

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
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**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              | *****   | *****KAMRUP | 61              | 30                           |

**K1 7105 000069 SCREEN LIGHT MOVEABLE MK 2**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                        |                           |
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| BOQ Detail Document    | <a href="#">View File</a> |

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

**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              | *****   | *****KAMRUP | 70              | 30                           |

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

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**2. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

### 3. **Generic**

#### **NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:**

1. I M/s.

FIRM NAME

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

### 4. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 5. **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:

- i) The Seller fails to comply with any material term of the Contract.
- ii) 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.
- iii) 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.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 6. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

ITEM REQUIRED AS PER DEPOT SAMPLE

### 7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 8. **Turnover**

Bidder Turn Over Criteria: 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 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.

#### 9. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 10. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not 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 Centre.

#### 11. **Service & Support**

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

#### 12. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency 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 ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:  
THE STATION BOARD OF OFFICERS

#### 13. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 14. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 15. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 16. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the

sample within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

#### 17. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 18. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 19. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- (a) ATC of the bid should be uploaded by the vendor duly signed by the bidder on company letter pad.
- (b) Seller to provide certificate confirming that the supplied items are genuine.
- (c) Bidder to provide certificate that no incident report raised against his firm in last one year.
- (d) Bidder to upload copy of CRAC/Inspection Note along with invoice to consider for experience criteria and past performance.
- (e) Bid will be rejected in case any faulty/incorrect documents are uploaded.

(f) Firms meeting pre-requisite document criteria to submit 02 x Advance sample for evaluation within 7 days from the date of placing SO.

(g) Seller has to submit **ANTI-COLLUSION Cert** along with the tech bid. (Format as per attached)

(h) Only **OEM or OEM Authorised** dealer may participate in the bid. Only OEM/OEM Authorised reseller may participate in the bid.

(j) Only one bid per bidder is allowed in accordance with GeM General Terms & Conditions.

(k) OEM is allowed to give authority to only one bidder i.e bidder will submit bid specific authority letter from OEM.

(l) **Documents Required.** Documents in the technical bid must be attached in chronological order.

## 20. 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.

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---**