



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6184562 Dated/दिनांक : 30-04-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-05-2025 11:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	21-05-2025 11:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence	
Department Name/विभाग का नाम	Department Of Military Affairs	
Organisation Name/संगठन का नाम	Indian Army	
Office Name/कार्यालय का नाम	******	
क्रेता ईमेल/Buyer Email	shreyap.801y@gov.in	
Total Quantity/कुल मात्रा	3124	
G2 9520-000011 STEEL ANGLES 50X50X5 MM , F1 000006 FILES FLAT BASTARD 350 MM , F1 5110-00 FILES HALF ROUND SMOOTH 100 MM , G1 5315-00 NAILS STEEL WIRE ROUND 30MM X 2 MM , F1 511 FILES FLAT SMOOTH 250 MM , F1 5120-001697 SF SOCKET BIHEX.AMERICAN UNIFIED , F1 5110-0000 ROUND BASTARD 250 MM , H2 4020-000123 COR UNDYED 6MM DIA , H1 B 5350-000050 ABRASIVE EMERY OR CORUNDUM SIZE OF , F1 5120-002115 SOCKET DRAG LINK ADJUSTERS 1 2 I		
STEEL ANGLES 50X50X5 MM, FILES FLAT BASTARD 3: FILES HALF ROUND SMOOTH 100 MM, NAILS STEEL W ROUND 30MM X 2 MM, FILES FLAT SMOOTH 250 MM, SPANNERS SOCKET BIHEX.AMERICAN & UNIFIED, FILE ROUND BASTARD 250 MM, CORD COTTON UNDYED 6 DIA, ABRASIVE PAPER EMERY OR CORUNDUM SIZE O SPANNER SOCKET DRAG LINK ADJUSTERS 1/2 I, WIRE SPRING SOFT 1.60MM		
	Searched String: STEEL ANGLES 50X50X5 MM  Steel Channels And Hot Rolled Steel Section-IS 808, Mild Steel Sheet, Steel Rod 30.1mm Diameter (OFB (Defence)), Customised Envelopes, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Dry Erase Writing Boards (V3), Dak Pad (V2), Sofa Set (Steel Tube), Lever Arch File, Small Angle Grinders  Searched String: FILES FLAT BASTARD 350 MM	

Bid Details/बिड विवरण Postal Department, Ring Binder - File Folder, Flat - File With

Normal & Cobra Clips (BHEL), Flat Gym Bench (V2), Wooden Lab Stools, Welding Rod for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel as per IS 814, Hot Rolled Strips Flats

Searched String: FILES HALF ROUND SMOOTH 100 MM

Tags for Files (V2) as per IS 8499, Non Sparking Engineer's Files

Searched String: NAILS STEEL WIRE ROUND 30MM X 2 MM

PVC Copper Cable (Heavy Duty), Type C PVC Compound, Category 01 as per IS 1554 (Part 1), Sofa Set (Steel Tube), Control Cable, Bunk Beds as per IS 17636, Portable Toilet, tray mess compartmented ss army pattern, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Mild Steel Sheet, Compostable Nursery Bags, Picket Steel as per DGS&D Drawing

Searched String: FILES FLAT SMOOTH 250 MM

Mild Steel Sheet, Speed Breaker (V2), Epoxy Based Zinc Phosphate Primer (two Pack) Epoxy Based Zinc Phosphate Primer (two Pack) as per IS 13238, Spring File, Dak Pad (V2), Lever Arch File, Ring Binder - File Folder, File cover for Postal Department, Flat Gym Bench (V2), Hot Rolled Strips Flats

Searched String: SPANNERS SOCKET BIHEX.AMERICAN & UNIFIED

Category not available on GeM for the text string uploaded by the buyer

Searched String: FILES ROUND BASTARD 250 MM

Speed Breaker (V2), Lever Arch File, Spring File, Tags for Files (V2) as per IS 8499, Dak Pad (V2), File cover for Postal Department, Sofa Set (Steel Tube), Ring Binder - File Folder, Non Sparking Engineer's Files, Hot Rolled Round Steel Bars as per IS 1732

Searched String: CORD COTTON UNDYED 6MM DIA

Cat 6 Patch cord, Commercial CPVC Pipe Fittings, Thread, Cotton, Sewing - OFB, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cord with Flexible Conductor (V2) as per IS 694, Skipping Rope (V2), Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985. Commercial PPR Pipes Fittings as per IS 15801, Swing (Preschool Kit), Cotton Bandage Cloth (V2), Neoprene Rubber Cord-IS:11149

Searched String: ABRASIVE PAPER EMERY OR CORUNDUM SIZE OF

Plain Copier Paper (V3) ISI Marked to IS 14490, Bond Paper (V3) Conforming to IS 1848 (Part 1), Target Face - Archery (V2)

Searched String: SPANNER SOCKET DRAG LINK ADJUSTERS 1/2 I

Category not available on GeM for the text string uploaded

# GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS

by the buyer Bid Details/बिंड विवरण			
	Searched String: WIRE STEEL SPRING SOFT 1.60MM		
	Steel Wire For Mechanical Springs-IS:4454, Compression Springs, Sofa Set (Steel Tube), Locking Compression Plates (V2), Tapered Bearings as per IS 12102, Wire Cup Brush, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014, Double ferrule fittings for air spring, Spherical Roller Bearing as per IS 6455		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>Steel Wire For Mechanical Springs-IS:4454</li> <li>Mild Steel Sheet</li> <li>Hot Rolled Round Steel Bars as per IS 1732</li> </ul>		
BOQ Title/बीओक्यू शीर्षक	ORD STORES		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	21 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		
Past Performance/विगत प्रदर्शन	50 %		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया Yes			
RA Qualification Rule H1-Highest Priced Bid Elimination			
Type of Bid/बिंड का प्रकार Two Packet Bid			
Primary product category	G2 9520-000011 STEEL ANGLES 50X50X5 MM		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		

Bid Details/बिड विवरण			
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)  No			
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/		
Arbitration Clause	No		
Mediation Clause	No		

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	7974
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	947
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	519
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	490
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	352
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	303
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	299
Schedule 8 EMD Amount/ईएमडी राशि (In INR)	5
Schedule 9 EMD Amount/ईएमडी राशि (In INR)	4
Schedule 10 EMD Amount/ईएमडी राशि (In INR)	2

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	8

- (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 दस्तावेज 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।
- (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 राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

# Beneficiary/लाभार्थी :

Commandant

Ordnance Depot, Prayagraj, Department of Military Affairs, Indian Army, Ministry of Defence (Commandant)

## MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### 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 50% 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

#### **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	G2 9520-000011 Steel Angles 50x50x5 Mm	2540
Schedule 2	F1 5110-000006 Files Flat Bastard 350 Mm	98
Schedule 3	F1 5110-000015 Files Half Round Smooth 100 Mm	123
Schedule 4	G1 5315-000655 Nails Steel Wire Round 30mm X 2 Mm	163
Schedule 5	F1 5110-000010 Files Flat Smooth 250 Mm	62
Schedule 6	F1 5120-001697 Spanners Socket Bihex.american Unified	47
Schedule 7	F1 5110-000034 Files Round Bastard 250 Mm	43
Schedule 8	H2 4020-000123 Cord Cotton Undyed 6mm Dia	20
Schedule 9	H1 B 5350-000050 Abrasive Paper Emery Or Corundum Size Of	27
Schedule 10	F1 5120-002115 Spanner Socket Drag Link Adjusters 1 2 I	1

### G2 9520-000011 STEEL ANGLES 50X50X5 MM

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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	*****	*********ALLAHABAD	2540	30

### F1 5110-000006 FILES FLAT BASTARD 350 MM

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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BOQ Detail Document	<u>View File</u>

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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	*****	********ALLAHABAD	98	30

### **F1 5110-000015 FILES HALF ROUND SMOOTH 100 MM**

(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

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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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	*****	*******ALLAHABAD	123	30

# G1 5315-000655 NAILS STEEL WIRE ROUND 30MM X 2 MM

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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	*****	*********ALLAHABAD	163	30

# F1 5110-000010 FILES FLAT SMOOTH 250 MM

(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

Specification Document	<u>View File</u>
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/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********ALLAHABAD	62	30

### F1 5120-001697 SPANNERS SOCKET BIHEX.AMERICAN UNIFIED

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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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	*****	*********ALLAHABAD	47	30

# F1 5110-000034 FILES ROUND BASTARD 250 MM

(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

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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	*****	*********ALLAHABAD	43	30

### H2 4020-000123 CORD COTTON UNDYED 6MM DIA

(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

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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	*****	*********ALLAHABAD	20	30

# H1 B 5350-000050 ABRASIVE PAPER EMERY OR CORUNDUM SIZE OF

(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

Specification Document	<u>View File</u>
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/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********ALLAHABAD	27	30

# F1 5120-002115 SPANNER SOCKET DRAG LINK ADJUSTERS 1 2 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

Specification Document	<u>View File</u>
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/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********ALLAHABAD	1	30

# 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 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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 (Increased quantity  $\div$  Original quantity)  $\times$  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.

### 2. 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.

### 3. **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):

-

Post Receipt Inspection at consignee site before acceptance of stores: Board Of Officers

# 4. 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

samples for Buyer's approval, within 5 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 7 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

#### 5. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

Commandant, Ordnance Depot, Prayagraj (U.P), PIN-211005

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#### 6. 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.

#### 7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Commandant, Ordnance Depot, Prayagraj (U.P), PIN-211005 payable at SBI. OD Fort Allahabad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 8. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Commandant, Ordnance Depot, Prayagraj (U.P), PIN-211005

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 9. 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.

#### 10. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 11. 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.

#### 12. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- (a) The item as mentioned in the bid documents shall be as per defence specifications or depot sam ple available at Bond Room this depot.
- (b) The vendor can contact concerned CQA / auth for more relevant designs and drawings. The prospective bidder should enclose Self certification with respect to Local Content used in manufacture of "To be Supplied" item.
- (c) Bidder/Supplier/Organization/proprietor/Any of the Director (s) shall not be banned or suspended or bla ck listed by any Govt/Public Sector Undertaking/Corporate organization or convicted in any court of Law ac ross India or declared Bankrupt or insolvent. A self declaration cert must be uploaded in the GeM Portal un der bidder Official Letter Head.
- (d) Buyer/Consignee shall have the right to inspect the supplied goods themselves and/or through their ap pointed agency at consignee own cost at consignee site (s) after receipt and accept or reject on proper jus tification any consignment of goods within a period of 30 days of receipt of consignment of goods. 100% payment will be released within ten (10) days of issue of Consignee Receipt cum Acceptance Cert (CRAC) a nd on on-line submission of Bills. Pre - dispatch inspection at seller premises free/charge to be borne by t he seller: Before dispatch the goods will be inspected by buyer/consignee or their authorized representativ e or by nominated external inspection agency (Independently or jointly with buyer or consignee as decided by the buyer) at seller premises for their compliance to the contract specification. Free/charge taken by th e external inspection Agency and any external laboratories testing charges shall be borne by the seller. Fo r in house testing the seller will provide necessary facilities free of cost. Seller shall notify the buyer through h e mail about readiness of goods for pre-dispatch inspection and buyer will notify the seller about the aut horized representative nominated external inspection agency and the date for testing. The goods would be dispatch to consignee only after clearance in pre-dispatch inspection. Consignee right of rejection as per G TC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected tested and passed by buyer/consignee or its nominated exter nal inspection agency prior to the goods shipment. While bidding, the seller should take in to account 7 da ys shall be on the part of the buyer and shall be regularised without Liquidated Damages. Inspection and e xternal laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by buyer t o them at any point in time. Cost of inspection /testing shall be factored in by the supplier in the cost of th e product itself while submitted bid. Following are the tests that are required to be conducted during the pr e-dispatch inspection as peer COA specification. Inspection Agency: The inspection agency will be conduc t the inspection and submitted the cert to the supplier as well as the buyer and consignee. The bidder will be solely responsible for pre-inspected material for Quality assurance including pre-dispatch inspection/tes ting at manufactures site by buyer/consignee himself or their authorized representative/committee. ISO 90 01: The Bidder must have ISO 9001 Certification.
- (e) Experience Cert from the concerned Govt. department of the subject matter is required along with aver age turnover of last three years by authority prescribed by GeM. Bidder producing copies of similar item S upply Orders must obtain aforesaid Execution Certificate of the order. The Bidder will upload a Bid Securit y Declaration as per the orders of GoI.

- (f) Lab Test report from NABL accredited lab is required for conforming the requirement of all the paramete rs of governing specification of subject stores.
- (g) Loading and Unloading at yard will be under the scope of the supplier.
- (h) Replacement under warranty clause shall be made by the seller free of all charges at site including frei ght insurance and other incidental charges. During the warranty period, the seller the seller shall remain re sponsible to arrange replacement in next business day (NBD) and for setting right at his own cost any equ ipment installed by him which is of defective manufacture or design or becomes unworkable due to any ca use whatsoever. The decision of the buyer's representative in this regards to direct the contractor to atten d to any damage or defect in work shall be final and binding on the seller. The period of warranty shall be governed by the relevant paras of DPM 2009 and DGOS TI-038.
- (j) Receipt inspection at yard shall be carried out by Buyer QC team and or any external agency nominate d by buyer jointly with seller representative. All requisite documents including packing list, cert, approved drawing etc are to be submitted to buyer in advance for enabling inspection. Detailed packing list (conside red as actual supply quantity) shall clearly mention individual items in package and shall be the basis for p hysical inspection of receipt.
- (k) Commercial Experience Eligibility criteria:

For experience, the order executed by the bidder, during the last three years ending on the last day of the month immediately preceding the month in which the last dt of bid submission falls, should be con sidered as under:

Three orders each executed for "similar item" where executed value is less than the amt equal to 30% of the estimated cost.

OR

Two orders each executed for "similar item" where executed value is less than the amt equal to 40 % of the estimated cost.

OR

One order each executed for "similar item" where executed value is less than the amt equal to 50 % of the estimated cost.

- (I) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- (m) The bidder will provide their unique GeM Seller ID in bid documents.
- (n) **Liquidated Damages**: In the event of the Seller's failure to deliver the goods by the date specified in the contract the Buyer may deduct from the Seller as liquidated damages the sum of 0.5 % of the contract price of the undelivered goods for delay of each week or part of week and the Seller shall submit the docu ments after deduction of the liquidated damages subject to a maximum of 10% of the contract price of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Bu yer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidated damag es will be leviable during the additional time thus agreed to by the Buyer. (I) Risk & Expense clause - (aa) Should the stores or any instalment thereof not be delivered within the time or times specified in the contr act documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buy er shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default. (ab) Should the stores or any instalment thereof not perform in acc ordance with the specifications / parameters provided by the SELLER during the check proof tests to be do ne in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breac h of contract, to cancel the contract wholly or to the extent of such default. (ac) In case of a material breac h that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELL ER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores o f the same or similar description to make good:- a. Such default. b. In the event of the contract being wholl y determined the balance of the stores remaining to be delivered thereunder."

#### (o) Risk & Expense clause -

(aa) Should the stores or any instalment thereof not be delivered within the time or times specified in the c

ontract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the B uyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled eith er wholly or to the extent of such default.

- (ab) Should the stores or any instalment thereof not perform in accordance with the specifications / param eters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER s hall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wh olly or to the extent of such default.
- (ac) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the r ight of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- a. Such default. b. In the ev ent of the contract being wholly determined the balance of the stores remaining to be delivered thereunde r.
- (ad) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any oth er supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER."
- (p) **E-invoice**:- As per Rule 48(5) of CGST Rules, any invoice issued by a notified person in any manner ot her than the manner specified in Rule 48(4) of CGST Rules, the same shall not be treated as invoice. The e-invoicing is mandatory for registered persons whose Aggregate Annual Turnover (based on PAN) in any fin ancial year from 2017-18 onward is more than 10 Crore from 01 October 2022 (Notification No 17/2022-Ce ntral Tax dated 01 Aug 2022).

As per GST Notification No 10/2023 dated 10 May 2023, the threshold limit of e-invoicing turnover ha s been reduced to 5 Crores from 01 Aug 2023. Further, as per GST Council recommendations, Governmen t vide circular No 198/10/2023 dated 17 Jul 2023 clarified that Supplies made to Government Departments or establishment/ Government Agencies/ local authorities/ PSUs, etc under rule 48(4) of CGST Rules whose turnover exceeds the prescribed threshold limit requires to issue e-invoice. Hence, if the vendor's annual turnover exceeds above 5 Crore (in any financial year within previous three financial years), then the vend or will provide e-invoice mandatorily.

### 14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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

#### 16. Generic

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

#### 17. Ration Item ATCs

**Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will

be admitted.

#### 18. Service & Support

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

#### 19. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 20. Certificates

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

#### 21. 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, e-mail Id and Phone No. required to be furnished along with the bid

#### 22. Generic

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

1. I M/s.

Name of Firm

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.

#### 23. 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.

#### 24. 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.

#### 25. Scope of Supply

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

#### 26. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Commandant, Ordnance Depot, Prayagraj (U.P), PIN-211005 payable at

SBI, OD Fort Allahabad

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 27. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Commandant, Ordnance Depot, Prayagraj (U.P), PIN-211005

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 28. Generic

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

one year

Shelf Life. On the date of supply, minimum

one year

usable shelf life should be available / balance.

#### 29. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 30. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

# 31. 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

#### 32. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 33. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 34. Generic

The seller is required to print logo as per buyer's requirement.

#### 35. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

Quality Assurance Certificate meeting the specifications of concerned AHSP and OEM Authorisation Certific ate

.

#### 36. 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.

#### 37. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

- issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---