



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6182722 Dated/दिनांक : 29-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-05-2025 09:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	21-05-2025 09:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)		
Ministry/State Name/मंत्रालय/राज्य का नाम Ministry Of Home Affairs		
Department Name/विभाग का नाम Central Armed Police Forces		
Organisation Name/संगठन का नाम	Indo Tibetan Border Police (itbp)	
Office Name/कार्यालय का नाम	Ss Bn	
क्रेता ईमेल/Buyer Email	buycon91.itbp.ap@gembuyer.in	
Total Quantity/कुल मात्रा	469	
ltem Category/मद केटेगरी	ICE PITON TUBLAR, CRAMPON SPECIAL ADJUSTABLE, ICE HAMMER, NYLON TAPE SLING TWO INCH HUNDRED Mtr ONE NOS IS EQUAL TO FOUR Mtrs, NYLON TAPE SLING HALF INCH HUNDRED Mtr ONE NOS IS EQUAL TO FOUR Mtrs	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS ICE PITON TUBLAR, CRAMPON SPECIAL ADJUSTABLE,		

Bid Details/बिड विवरण		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Searched String: ICE PITON TUBLAR Ice Piton'G'(Defence), Ice Lined Refrigerator, Ice Piton'F' (Defence), HAMMERS PITON(DEFENCE), Ice Flake Making Machine, ROCK PITON(DEFENCE), ice packs, Thermocol Ice box for Medical purposes, Ice cream stick, Ice Cube Machine Searched String: CRAMPON SPECIAL ADJUSTABLE Adjustable Spanner, Metal Shelving Racks (Adjustable Type) confirming to IS 1883 (V2), Adjustable Monitor Mount with Adjustable Keyboard Workstation, boot crampon in pairs mountain climbing boot, Adjustable Tree Looper, Box Strapping Machine, Height Adjustable Table, Advanced Dental Chair, Adjustable Axillary Crutches, Styling Chair / Salon Chair / Swiveling Barber Chair Searched String: ICE HAMMER ice packs, Concrete Test Hammer (Rebound Hammer), Ice Piton'F' (Defence), Hammer Unions, Ice Lined Refrigerator, Reflex hammer, Ice Axe with Shovel (Defence), Claw hammer, Rotary Hammer Drill (NDRF), Ice cream stick Searched String: NYLON TAPE SLING 2 INCH 100 MTR Taflon Tape as per IS 14635, Stirrup Leather, Scantling teak wood, Double sided tape, Caution / Crime Scene Tape (V2), Gardening Nylon Pipes Searched String: NYLON TAPE SLING 1/2 INCH 100 MTR Taflon Tape as per IS 14635, Gardening Nylon Pipes, Scantling teak wood	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Ice Piton'G'(Defence)	
BOQ Title/बीओक्यू शीर्षक	ICE PITON TUBLAR AND 04 OTHER ITEMS	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	20 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, 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?/	Yes	
Past Performance/विगत प्रदर्शन	30 %	
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	ICE PITON TUBLAR	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	990000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	30000

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).	60

(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 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). 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

SS BN, ITBP CAMP, SABOLI ROAD, NATHUPURA, SONIPAT, HARYANA-131029 (Commandant Ss Bn)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
MSE Burchasa Professonso/umuré refle affirm	

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.
- 4. Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. 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.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.
- 10. 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

ICE PITON TUBLAR

(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>

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	Dhoop Singh	131029,ss bn saboli camp itbp sonipat haryana	120	90

CRAMPON SPECIAL ADJUSTABLE

(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)

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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	Dhoop Singh	131029,ss bn saboli camp itbp sonipat haryana	40	90

ICE HAMMER

(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)

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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	Dhoop Singh	131029,ss bn saboli camp itbp sonipat haryana	20	90

NYLON TAPE SLING TWO INCH HUNDRED Mtr ONE NOS IS EQUAL TO FOUR Mtrs

(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)

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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	Dhoop Singh	131029,ss bn saboli camp itbp sonipat haryana	244	90

NYLON TAPE SLING HALF INCH HUNDRED Mtr ONE NOS IS EQUAL TO FOUR Mtrs

(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

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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	Dhoop Singh	131029,ss bn saboli camp itbp sonipat haryana	45	90

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 ÷ Original quantity) × 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. 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.

3. Generic

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

4. 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.

5. 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.

6. 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.

7. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

8. 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):

EXCEL SURVEYORS PVT. LTD

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

9. 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 21 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 21 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.

10. Forms of EMD and PBG

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

COMMANDANT SS BN

payable at

STATE BANK OF INDIA, NARELA, NEW DELHI

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.

11. 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 SS BN

payable at

STATE BANK OF INDIA, NARELA, NEW DELHI

. 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.

12. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

13. Scope of Supply

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

14. 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):

:- 01. ANTI CARTEL CERTIFICATE, 02. GSTIN, 03. ATC(ADDITIONAL TERM AND CONDITION ACCEPTANCE CE RTIFICATE), 04.TURNOVER RELATED DOCUMENT ALONG WITH UDIN, 05.OEM/AUTHORIZATION CERTIFICAT E, 06.EXPERIENCE AND PAST PERFORMANCE RELATED DOCUMENT (IN SAME OR SIMILAR ITEMS) i.e. CRAC AND INVOICE ALONG WITH CONTACT COPY. 07. MII

15. 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.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. PRODUCT SHOULD BE AS PER Q.R/SPECIFICATION UPLOADED IN BUYER ADDED BID SPECIFIC AT C.
- 2. 02 NOS TENDER SAMPLE OF THE PRODUCT WILL BE DEPOSITED BY ALL THE BIDDERS AT SS BN, ITBP ON OR BEFORE OPENING OF TECHNICAL BID. THAT WILL BE CHECKED BY THE TECHNICAL EV ELUATION BOARD.
- 3. AFTER AWARD OF CONTRACT SUCCESSFUL BIDDER WILL SUBMIT (03) THREE NO'S OF ADVANC E SAMPLE WITHIN 21 DAYS WITH LAB TEST REPORT TO VERIFY THE QUALITY AS PER QRs WHICH W ILL BE FURTHER CHECKED AND APPROVED BY BOARD OF OFFICER AT SS BN FOR FEEL, FINISH, WO RKMANSHIP AND TOUCH TO CONFIRM THE QUALITY ASSURANCE REQUIRED BEFORE BULK MANUF

ACTURING/SUPPLY.

- 4. THE FIRM WILL SUPPLY EVERY LOT OF THE CONSIGNMENT WITH THE LAB TEST REPORT/ INSPEC TION NOTE IN ORIGINAL FOR THE TENDERED ITEMS FROM EXCEL SURVEYORS PVT LTD .
- 5. THE LINE COMMITTEE BOARD AT SS BN i.e. THE BOARD OF OFFICERS WILL CHECK THE BULK SU PPLY FOR FEEL, FINISH, WORKMANSHIP AND TOUCH TO CONFIRM THE QUALITY ASSURANCE REQU IRED. IF THERE IS ANY WEAR N TEAR, DAMAGE OR LOW QUALITY PRODUCT FOUND IN THE SUPPLY, BUYER CAN REJECT THE WHOLE CONSIGNMENT.
- 6. RATE SHOULD BE QUOTED INCLUDING GST AND DELIVERY CHARGES AT CONSIGNEE LOCATION.
- 7. ALL CHARGES OF INSPECTION/ TESTING DURING ADVANCE SAMPLE AND PRE-DELIVERY INSPECT ION ETC. SHALL BE BORNE BY THE SELLER
- 8. BUYER HAS ALL THE RIGHT TO CANCEL THE BID AT ANY STAGE DUE TO ADMINISTRATIVE REASO NS OR OTHERWISE.
- 9. LIQUIDATED DAMAGES: IF THE SELLER/SERVICE PROVIDER FAILS TO DELIVER ANY OR ALL OF THE GOOD/SERVICES WITHIN THE ORIGINAL/RE-FIXED DELIVERY PERIOD (S) SPECIFIED IN THE CONTRACT, THE BUYER WILL BE ENTITLED TO DEDUCT/RECOVER THE LIQUIDATED DAMAGES FOR THE DELAY, UNLESS COVERED UNDER FORCE MAJEURE CONDITIONS AFORESAID, @ 0.5% OF THE CONTRACT VALUE OF DELAYED QUANTITY PER WEEK OR PART OF THE WEEK OF DELAYED PERIOD AS PRE-ESTIMATED DAMAGES NOT EXCEEDING 10% OF THE CONTRACT VALUE OF DELAYED QUANTITY WITH OUT ANY CONTROVERSY/DISPUTE OF ANY SORT WHATSOEVER.
- 10. IF L-1 SUPPLIER FAIL'S TO SUPPLY THE CONSIGNMENT OR DELAYS THE SUPPLIES, HE WILL BE C HARGED WITH THE PENALTY AS PER TERMS AND CONDITIONS OF THE CONTRACT. IN CASE OF AN Y VARIATION IN BID CONDITION, THE GFR AND PROCUREMENT MANUAL WILL BE FOLLOWED.
- 11. FULL EFFORTS WILL BE MADE FOR PAYMENT AFTER ISSUE OF CRAC IN STIPULATED TIME UNLE SS ANY TECHNICAL OR ADMINISTRATIVE REASONS. IF THERE IS ANY DELAY IN PAYMENT WITH IN S PECIFIC TIME, ITBP WILL NOT PAY ANY TYPE OF ADDITIONAL CHARGES, INTEREST OR SURCHARGE ETC
- 12. TERMINATION FOR DEFAULT :- IF THE SELLER DOES NOT PERFORM ITS OBLIGATIONS WITHIN T HE DELIVERY PERIOD/DATE MENTIONED IN THE CONTRACT, THE SAME WOULD CONSTITUTE THE B REACH OF THE CONTRACT AND THE BUYER SHALL HAVE THE RIGHT TO CANCEL OR WITHDRAW T HE CONTRACT FOR THE UN-SUPPLIED PORTION AFTER THE EXPIRY OF THE ORIGINAL, EXTENDED OR RE-FIXED DELIVERY DATE OR PERIOD STIPULATED IN THE CONTRACT. SUCH CANCELLATION OF CONTRACT ON ACCOUNT OF NON PERFORMANCE BY THE SELLER WOULD ENTITLE THE BUYER TO FORFEIT THE PERFORMANCE SECURITY BESIDES OTHER ACTIONS SUCH AS DOWNGRADING THE S ELLER'S RATING OF DEBARMENT FROM THE GEM FOR SPECIFIED PERIOD AS DECIDED BY GEM ON MERITS.
- 13. <u>CERTIFICATE/DOCUMENTS REQUIRED</u>:- 01. ANTI CARTEL CERTIFICATE, 02. GSTIN, 03. ATC (ADDITIONAL TERM AND CONDITION ACCEPTANCE CERTIFICATE), 04.TURNOVER RELATED DOCUMENT ALONG WITH UDIN, 05.0EM/AUTHORIZATION CERTIFICATE, 06.EXPERIENCE AND PAST PERFORMANCE RELATED DOCUMENT (IN SAME OR SIMILAR ITEMS) i.e. CRAC AND INVOICE ALONG WITH CONTACT COPY. 07. MII
- 14. RELATIONSHIP WITH OTHER PARTICIPATING FIRMS (ANTI CARTEL FORMATION):- IT HAS COME TO THE NOTICE OF DEPARTMENT THAT FEW OF BIDDERS ARE BIDDING AFTER MAKING CARTELS A ND INVOLVED IN COLLUSIVE BIDDING. IN THIS REGARD THE FIRM IS REQUIRED TO SUBMIT AN AFF IDAVIT/SELF CERTIFICATION THAT SHOULD BE ATTACHED WITH THE BID DOCUMENTS. (FIRM WILL SUBMIT ANTI CARTEL CERTIFICATE)
- 15. SUCCESSFUL BIDDER HAS TO UPLOAD SCANNED COPY OF THE FDR DOCUMENT IN PLACE OF E

PBG AND HAS TO ENSURE DELIVERY OF HARD COPY OF ORIGINAL FDR TO THE BUYER WITHIN 15 DAYS AFTER AWARD OF CONTRACT.

- 16. BIDDER SHALL ENSURE THAT THEY ARE NOT UNDER SUSPENSION BY GOVT INCIDENT MANAGE MENT OR ARE CURRENTLY UNDER DEBARMENT SUSPENSION OR HAVE NOT BEEN BLACKLISTED BY ANY GOVT PROCUREMENT ENTITY AT ANY TIME DURING THE BID/PROCUREMENT.
- 17. **WARRANTY:-** WARRANTY PERIOD OF THE SUPPLIED PRODUCTS SHALL BE **36 MONTHS** FOR CRAMPON SPECIAL ADJUSTABLE, **60 MONTHS** FOR NYLON TAPE SLING 2 INCH AND HAFL INCH, **12 MONTHS** FOR ICE PITON AND ICE HAMMER FROM THE DATE OF FINAL ACCEPTANCE OF GOODS AT CONSIGNEE LOCATION. OEM WARRANTY CERTIFICATES MUST BE SUBMITTED BY SUCCESSFUL BIDD ER 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.

18. ITEMS DESCRIPTION:-

S.N.	NAME OF ITEMS	A/U	QTY.	SPECIFICATION
01	ICE PITON TUBLAR	NOS	120	NO-IV-17012/13/2023/ PROV (CTS) -1745 DTD
02	CRAMPON SPECIAL ADJUSTABLE	NOS	40	-05-03-25
03	ICE HAMMER	NOS	20	
04	NYLON TAPE SLING 2 INCH 100 Mtr. (1 NOS IS EQUAL TO 4 Mtrs	MTR	244	
05	NYLON TAPE SLING 1/2 INCH 100 Mtr (1 NOS IS EQUAL TO 4 Mtrs)	MTR	45	

- 19. THE RECEIVED BIDS HAVING MATCHING/ COMMON IP ADDRESS WITH EITHER BIDDER/SEL LER OR BUYER, SHALL BE OUTRIGHTLY REJECTED AND SHALL NOT BE CONSIDERED FOR FURTHER EVALUATION.
- 20- DELIVERY PERIOD SHALL BE RE-FIXED FOR 03 MONTHS FROM THE DATE OF APPROVAL O F ADVANCE SAMPLE.

17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

18. 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.

19. Warranty

Warranty period of the supplied products shall be 5 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.

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---