

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-05-2025 14:30:00
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	ashkum.19490@gov.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	INDOOR GYM WITH SHED
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	INDOOR GYM WITH SHED
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Elliptical Cross Trainer, Parallel Bar - Outdoor Gym Equipm Rubberized Weight Dumbbells, Recumbent bike, Rubberize Weight Plates, Exercise Bike, Pull up bar, Spin Bike, VMC M (V1), Power cage
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Flat Gym Bench (V2)
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)	5 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes

Bid Details/बिड विवरण	
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,OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his e for exemption must be uploaded for evaluation by the buy
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	36000

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).	3

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा 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 यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Adjutant

E Procurement Cell 15 Gr, Department of Military Affairs, Indian Army, Ministry of Defence
(Navneet Yadav)

Reserved for Make In India products

Reserved for Make In India products	Yes
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Reserved for MSE

Reserved for MSE	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 and Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. 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 of products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document till the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with the 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.

4. 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.

5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local suppliers 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. If 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. In case of OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2017, if the case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded under the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. 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 support of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by the Buyer.

Buyer after evaluation of documents submitted.

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 Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bids, the category related to primary product having highest bid value should meet this criterion.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Bidder chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary product only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
26-04-2025 09:00:00	Old Palam Rd-110045

INDOOR GYM WITH SHED (1 square meter)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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
1	*****	*****South West delhi	1	15

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery time}$.

period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the addition 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 shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

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

4. Purchase Preference (Centre)

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

RFP FOR PROVISION OF INDOOR GYM WITH SHED AT MOHAN ENCLAVE , DELHI CANTT -10

ADDL TERMS & CONDITIONS OF GeM BID DOCUMENTS FOR ACCEPTANCE OF BID

Note:- All below mentioned terms & conditions are necessary and should be complied by the bidder alongwith GeM terms & conditions on Firm's letter head. The same should be uploaded with the documents. If the terms & conditions are not complied and uploaded with the bid, submitted bid will be treated as rejected at Technical Evaluation (TEC) stage.

- The online Bid is invited by the Commandant on behalf of the President of India only from **OEM/ OES** **used by OEM and past supplies of same/smilar nature items to any Central/State Government** for provision Indoor Gym with Shed at Mohan Enclave, Delhi Cantt

-10. Details are as under:-

<u>Part No</u>	<u>Nomenclature</u>	<u>A/U</u>	<u>C</u>
NA	Provn Indoor Gym with Shed	Nos	(

2. Description of the above mentioned work is as per specification att & all prospective bidders should check the specifications & will be checked by the **Technical Evaluation Committee**.

3. **Delivery Period.** Provn of **Provn Indoor Gym with Shed** be completed within **60** days from the placement of contract.

5. This bid is being issued with no financial commitment and the Buyer reserves the right to change or cancel it at any stage. Buyer also reserves the right to withdraw the Bid documents, should it become necessary at any stage.

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6. Online Bid will consist of the under mentioned documents. Failure of submission of valid documents will result in rejection of bid.

(a) Proof of OEM/ OES auth by OEM if applicable.

(b) Last three years experience (i.e.2021-22 & 2022-23, 2023-24) for **Provn Indoor Gym With Shed** Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Sector Units (PSUs)and Autonomous Bodies acting through its authorized officer(s) for and on behalf of Govt of India/Governor of the State /PSU/Autonomous Bodies.

(c) Bank certificate of credit worthiness of the firm as per format attached and any other format will not be accepted.**(CREDIT CERTIFICATE SHOULD BE ISSUED BY BANK IN FY 2024-25).**

(d) Details of Income Tax Return filed by the firm during the past 3 years (i.e. 2021-22 & 2022-23 & 2023-24).

(e) Acceptance Certificate of all terms & conditions of Bid documents on Firm's letter head.

(f) Proof of financial turnover of minimum **14Lakh** for the last three financial years (i.e. 2021-22, 2022-23 & 2023-24) duly authenticated by a reputed Chartered Accountant.

(g) The firm should not have suffered any financial loss in the last three financial years (i.e. 2021-22 & 2022-23 & 2023-24). This will be verified through audited balance sheet.

(h) Non-Disclosure Declaration certificate on Firm's letter head.

(j) Bid Security declaration certificate to be uploaded with bid documents on firm letter head.

(As per format attached any other format will not be accepted).

(k) **Pre bid meeting held on __ Mar 2025. All interested vendor before submit bid will be required to attend pre bid meeting is mandatory for advance sample and discuss proposal otherwise bidder will be considered disqualify.**

(l) All the parameters of tech specs for provn of Indoor Badminton court is should be covered

(m) Bidder shall submit the documents, Copy of PAN Card, Copy of GSTIN, Cancelled Cheque Mandate and Black List Declaration cert

7. This Bid shall comply with the '**PUBLIC PROCUREMENT POLICY FOR, MICRO & SMALL ENTERPRISES), 2012**' issued by MSME.

8. **Technical Evaluation committee.** The bidder is required to upload all relevant certificates as per the products specification given in the bid documents.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in the following cases:-

(a) The provn work is delayed for causes not attributable to Force Majeure after the scheduled delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in connection with the contract and paid any commission to such individual/ company etc.

(d) As per decision of the Arbitration Tribunal.

(e) Contract can be cancelled unilaterally by the buyer in case work is not complete within the contracted period. Extension of contracted period will be at the sole discretion of the buyer, with applicability of L1.

(f) In case of any forged documents/ any form of corruption/ prejudiced dealing during the validity of the contract, the contract will be terminated immediately. Action against the bidder/ seller in consonance with D & GFR 2017 will be followed.

10. **Tolerance Clause.** To take care of any change in the requirement during the period starting from the bid documents till award of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required items up to that limit without any change in the terms & conditions and prices quoted by the Seller. After awarding the contract, the quantity ordered can be increased or decreased by the Buyer within the tolerance.

11. **Inspection Authority.** Unit board of Offrs/ Composite delegated board on technical requirements

12. **Warranty Conditions.**

(a) **Warranty period.** - Warranty 2 year from the date of said work completion.

(aa) The warranty shall remain valid for the period as mentioned in the list of requirements/technical specification, after the completion or any portion thereof as the case may be, have been let at the final destination.

(i) No conditional warranty will be acceptable.

(ii) Warranty will be inclusive as per Technical Specifications and it will also cover wherever applicable:-

- Material- Material will be used high grade

- Items will be delivered branded/good quality

(iii) Replacement and repair will be undertaken for defective items/area.

(ab) In case of any claim arising out of this warranty, the buyer shall promptly notify the same in writing to the supplier.

(ac) The supplier along with its Indian Agent shall always accord most favoured client to the TIA vis-à-vis its other Clients/TIAs of its equipment/machines/goods etc. and shall always most competitive price for its machines/equipments supplied to the TIA/Consignee.

(b) **Assignment.** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to any other individual or agency, except with the permission.

(c) **Service/maintenance.** Four free visit services/maintenance provided by respective will be covered in this contract.

13. **Correctness of the Quality and Quantity.** On receipt of proven work at consignee's premises at **Mohan Enclave, Delhi Cantt.**, the store is checked for ascertaining the correctness of quality, quantity and d In case the item is found deficient in any way, the consignee has the right to reject the item even if these were d and cleared by the inspector.

(a) The contractor shall be responsible for the safety of his/ her manpower, all the item proven period and shall be liable to make good any loss to the same if damaged during the execution of their duties and l be recoverable from their bill or other dues payable to the contractors by the company.

(b) The supplier warrants comprehensively that the item supplied under the contract is new, d and incorporate all recent improvements in design and materials unless prescribed otherwise by the the contract. The supplier further warrants that the item supplied under the contract shall have no defect arising design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop normal use of the supplied item under the conditions prevailing in India.

14. **Performance Guarantee.**

(a) **For Indigenous cases.** After award of contract, the bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to do government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **03% of contract value within 30 days** of receipt of the confirmed order. If the PBG is not received within 30 days from the date of placement of Supply Order, the contract can be cancelled unilaterally by the buyer. Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty including. The specimen of Bank Guarantee is given in Form DPM-15 (Available in MoD website and can be provided on request). **In the event of failure to furnish PBG, the contract PBG will be forfeited in order to compensate the loss to the buyer.**

(b) **Foreign cases:** **Not Applicable**

15. **Option Clause.** Under this clause, the purchaser retains the right to place order for additional quantity up to a maximum **50%** of the originally contracted quantity at the same rate and terms of the contract. This option can be exercised during the original period of contract provided this clause had been incorporated in the original contract with the vendor. Option quantity during extended DP is limited to 50% of balance quantity after original Delivery Period. This option may be exercised in case of procurement from single vendor/OEM also subject to there being no downward revision in prices.

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16. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of item under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of States or any other circumstances beyond the parties control that have arisen after the conclusion of the contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 months, either party hereto reserves the right to terminate the contract totally or partially upon giving written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the item received.

17. **Consignee Right of Rejection.** Notwithstanding any approval which the inspector may have given for the complete or any part, portion, materials, any other particulars or the works of workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the item where so provided to the interim consignee, it shall be

the consignee, on behalf of the purchaser to reject the item or any part portion or consignment thereof within after actual delivery thereof to him reckoned from the date of receipt of complete equipment with spares and es as ordered if such item or parts, portion or consignment thereof is not in all respect in conformity with the conditions of the contract whether on account of any loss deterioration or damage before dispatch or delivery transit or otherwise however.

18. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the item supplied under the contract by the Seller shall in no event exceed the lowest prices at which the seller sells the item or offer to sell item of identical description to any persons/organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till placement of supply order.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such item to any person/ organization including the Buyer or any Department, of central Govt. or any Department of the Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction or sale or offer to the Director general of Supplies & Disposals and the price payable under the contract for the item shall be reduced to the price of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of item as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of item at lower price on or after the date of completion of sale/ placement of the item by the authority concerned under the existing or previous Rate Contracts as also under similar contracts entered into with the Central or State Government. Departments, including their subsidiaries excluding joint sector companies and/or private parties and bodies.

19. **Scope Of work.** To suggest suitable quality norms to ensure uniform quality standard.

(a) A visit charge on each occasion shall be borne by supplier.

20. **Scope of Vendors.**

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(a) Documents to be submitted, colored technical manuals scanned in original of the proven work **door Gym with Shed** should be provided with the technical bid. Bidder should submit complete technical specification including Make, Model and specification in accordance with technical specifications with Non Price Bid (Material) i.e for each component or material.

(b) Provn of **Provn Indoor Gym with Shed** would be under the scope of the bidders.

(c) Provision of warranty for 5 years and four free visit will be kept in the tender.

21. **Risk & Expense clause**

(a) Should the item or any installment thereof not be delivered within the time or times specified tract documents, or if defective delivery is made in respect of the item or any installment thereof, the all after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to quidated damages as a remedy for breach of contract, to declare the contract as cancelled either wh he extent of such default.

(b) Should the item or any installment thereof not perform in accordance with the specifications/ rs provided by the SELLER during the check proof tests to be done by the BUYER in the prescribed ma BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel th wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having gi ght of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other sc e thinks fit, other item of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the item remainin livered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any item procured from a upplier as the case may be, over the contract price appropriate to such default or balance shall be rec from the SELLER. Such recoveries shall not exceed 100% of the value of the contract.

22. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers a relevant e-payment details. A copy of the model mandate form prescribed by RBI to be submitted by Bidders ng payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The pa ll be made on delivery and acceptance of the item by the buyer.

FORMAT FOR BANK CERTIFICATE OF CREDIT WORTHINESS

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-

Bank Name

Address

TO WHOMSOEVER IT MAY CONCERN

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-

-

-

-

It is hereby informed that M/s _____ (Firm name with address) having its registered
_____ is banking with _____ & A/c No _____ last ____ Yrs.

It is certified that conduct of the account is satisfactory and the firm has credit worthiness of Rs _____
The same is issuable by bank on request of customer.

Seal of Bank

Date _____

(Sig of bank Manager with stamp)

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-
-
-
-
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**FORMAT FOR BID SECURITY DECLARATION CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN**

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1. It is certify that M/s (Vendor's Name) _____ , (Address) _____ ,is a registered firm with (N
ganization under Ministry/ Departments) _____ . As per Rule170 (iii) of GFR 2017, this bid securit
tion certificate is issued in place of Earnest Money Deposit(EMD).

2. I/We, M/s. hereby declare that I/ We are seeking exemption from EMD and I/ We are liable to be
blacklisted if I/ We withdraw or modify our bids during the period of bid validity or if I/We are awarded the
contract and I/ We fail to sign the contract or to submit a performance security before the deadline defined
in the request for bid document, I/We will be suspended for the period of time specified in the request for
bid document from being eligible to submit bids for contracts with the entity that invited in the bids.

Regards,

Thanking You,

(M/s _____ firm's Name)
Designation

Date _____

PRODUCT DESCRIPTION AND SPECIFICATION OF PROVN OF INDOOR GYM

<u>S.No</u>	<u>Items and Services</u>	<u>Qty</u>
1	<u>Brick Work</u> (a) Removal & disposal excavated soil & Material. (b) 3ft ditch with width 14" for construction of base with cement and badarpur ratio 3:1 and wall height will be 12ft (construction of wall will be 14 inch) with plaster size 25x30x12	15005
2	<u>Flooring Work</u> Flooring work 3" PCC base with 1:2:4 ratio of Cement, Chambal and Gitti (20 mm). Slope to be maintained 0.5" at every 10' 2" CC done through trimix machine base with 1:2:4 ratio of Cement, Chambal and Gitti&Hardner (10-6mm)	1000
3	<u>Ms Frame Work</u> MS Pipe will be use 2" and 3" with 16 gauge with branded pipe Jindal/Tata Steel sample will be show during pre bid meeting.	750 Sqft
4	<u>Roof Work</u> Roof work with CGI sheet size 14x3.5 with 26 gauge and sheet will be used branded local branded will be not accepted sample will be show during pre bid meeting.	750 Sqft
5	<u>Aluminum Door</u> Door size will be 7x4 with glass and material will be used branded.	01
6	<u>Aluminum Window</u> Window size will be 4x4 with 3 way channel (2 way glass and 1 way jali) and material will be used branded.	04
7	<u>Mirror</u> Wall mounted mirror will be 5mm thickness with proper aluminum frame.	06
8	<u>Flooring Mat</u> Flooring mat will be 25mm thickness with installation and branded unbranded not accepted.	750 S
9	<u>False Ceiling</u> False ceiling will be designer Gypsum will be premium quality.	750 S

10	<u>False Ceiling light</u> False ceiling light will be 2x2 size and branded.	08
11	<u>Electric Work</u> Electric work will be as per scope wire and cable will be used branded.	01 Jc
12	<u>Upright Bike</u> Net Weight: 69 kgs, Max. User Weight: 180 kgs, Dimensions (in mm): 1150 X 580 X 740, Ergonomic Design For Better Sitting & Comfort. Adjustable Pedal Straps. Machine should be designed for indoor cycling and rear drive system only 2. Must have multiple grip options for easy exercise 3. Resistance Levels: 8 or more 4. Product should have BS ISO 20957 or ASTM certification for stationary fitness equipment.	01
13	<u>4 Station Multi Gym</u> Dimensions (in mm): (L)3100* (W)2955* (H)2205 Weight stack: 80 kgs X 3 Net Weight: 345Kg.	01

14	<u>Dumbbell Rack</u> 1. Angled for easy pick up and replacement of dumbbells. 2. At least 2 tiers for multiple sets of dumbbells. 3. Machine Weight: Minimum 50 kgs made with minimum 90 x 45 oval pipe of 2.5mm thickness or more 4. Product should have BS ISO 20957 or ASTM certification for stationary fitness equipment.	01
15	<u>Adjustable Bench</u> Minimum 50 kgs made with minimum 90 x 45 oval pipe of 2.5 mm thickness or more Adjustable Seat Height 3. Machine mainframe should be built on stable bent pipe structure 4. Bar holder pivot forwards over natural pressing groove, with ability to drop back for uninterrupted movement 5. Product should have BS ISO 20957 or ASTM certification for stationary fitness equipment	01
16	<u>Dumbbell</u> Material – MS + Chrome Plated 2. Exterior – Hard rubber coated weight (15Kg x 4, 12.5Kg x 4, 10Kg x 4, 5Kg x 5 and 2.5Kg x 8)	205
17	<u>Weight plate</u> Material – MS 2. Exterior – Hard rubber coated 3. Dimension of hole – Diameter 2.25" (25 Kg x 2, 20Kg x 2, 15 Kg x 4, 12Kg x 4, 10Kg x 4, 5Kg x 4, and 2.5 Kg x 8)	280
18	<u>Olympic Barbell</u> ISPL grade 30MM Round Bar – 7ft in length 2. Bearing type ends (not bushing) 3. Dimensions – Diameter for inner rod – 1.1" & for 2 ends – 2". 4. Knurling on grip	01
19	<u>Olympic Curl Bar</u> ISPL grade 30 MM Round Bar – 7ft with EZ 2. Bearing type ends (not bushing) 3. Dimensions – Diameter for inner rod -01.1" & for ends 2" 4. Knurling on grip	01
20	<u>Cable Crossover Machine.</u> Technogym Cable Crossover Machine is required to be installed. Weight : 739 Lbs. Features : Multi-angle Pull -up bar with ergonomic grip, composed of two adjustable pulleys with separate weight stacks.	01
22	<u>Drinking Water.</u> Water Dispenser is required to be installed in Gym hall for hot and cool water.	01
23	<u>Paint work</u> After completion of construction work paint and distemper work will be done all area include MS Frame as per requirement.	01 Jc

7. Service & Support

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

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority / Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and 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 in which it is bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts 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 the 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 share 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 c 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 र 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 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 समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---