

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण                                                                                            |                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid End Date/Time/बिड बंद होने की तारीख/समय                                                                      | 12-05-2025 11:00:00                                                                                                                                                                                                    |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय                                                                     | 12-05-2025 11:30:00                                                                                                                                                                                                    |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)                                        | 120 (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                                                                                          | dashankar.413m@gov.in                                                                                                                                                                                                  |
| Total Quantity/कुल मात्रा                                                                                        | 15                                                                                                                                                                                                                     |
| Item Category/मद केटेगरी                                                                                         | Security Fence (Anti Climb) Supply & Construction                                                                                                                                                                      |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS                                                | Security Fence (Anti Climb) Supply & Construction                                                                                                                                                                      |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                             | Category not available on GeM for the text string uploaded buyer                                                                                                                                                       |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                        | <ul style="list-style-type: none"> <li>Mild Steel Wire for General Engineering Purpose as per IS</li> <li>Weld Mesh Panel for Perimeter Security Fence as per IS 4</li> <li>Weld Mesh Fabric as per IS 4948</li> </ul> |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)    | 300 Lakh (s)                                                                                                                                                                                                           |
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)                           | 300 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट                                 | No                                                                                                                                                                                                                     |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट                         | No                                                                                                                                                                                                                     |

| Bid Details/बिड विवरण                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़                                                                     | Experience Criteria,Past Performance,Bidder Turnover,Certi (Requested in ATC),OEM Authorization Certificate,OEM Annu Turnover,Additional Doc 1 (Requested in ATC),Additional Doc (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his el for exemption must be uploaded for evaluation by the buye |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/                                           | No                                                                                                                                                                                                                                                                                                                                                                                      |
| Past Performance/विगत प्रदर्शन                                                                                                   | 60 %                                                                                                                                                                                                                                                                                                                                                                                    |
| 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 | 3 Days                                                                                                                                                                                                                                                                                                                                                                                  |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | No                                                                                                                                                                                                                                                                                                                                                                                      |
| Evaluation Method/मूल्यांकन पद्धति                                                                                               | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                                             |
| Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।                                                                     | Yes                                                                                                                                                                                                                                                                                                                                                                                     |
| Arbitration Clause                                                                                                               | No                                                                                                                                                                                                                                                                                                                                                                                      |
| Mediation Clause                                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                                                      |

#### EMD Detail/ईएमडी विवरण

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 2235600             |

#### 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). | 18                  |

(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 छू इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्मा

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 यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

CO  
22 ENGINEER REGIMENT, PIN-914022, C/o 56 APO Department of Military Affairs, Indian Army, Ministry of Defence  
(Commanding Officer)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|                                           |     |
|-------------------------------------------|-----|
| MIIPurchase Preference/एमआईआई खरीद वरीयता | Yes |
|-------------------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|                                          |     |
|------------------------------------------|-----|
| MSEPurchase 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 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 {themselves or their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Government Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Details of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the last 3 years. 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 per the 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 be supplied by 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 local 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 the 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 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 a 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.

purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. R documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the 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 to 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. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% of bid quantity, in at least one of the last three Financial years before the bid opening date to 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 multiple bids, the category related to primary product having highest bid value should meet this criterion.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of bid price from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer. If number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst 8 bidders). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Bidder has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary product of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through 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.

## Security Fence (Anti Climb) Supply & Construction ( 15 kilometer )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

|                                                        |                          |
|--------------------------------------------------------|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--------------------------------------------------------|--------------------------|

### 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             | *****                                                  | *****Budgam | 15              | 180                   |

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

### 1. Generic

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

maximum of quoted GST %.

2. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can 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.

4. **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 bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied same quantity during each of the year. In case of bunch bids, the primary product having highest value should meet the criterion.

5. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbols for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

6. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of work) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. **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, contact Id and Phone No. required to be furnished along with the bid

8. **Generic**

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

1. I M/s.

M/s Firm Name

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or any 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.

9. **Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase or decrease the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rate. 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 li of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times C$  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 the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 10. **Generic**

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

10 Years

Shelf Life. On the date of supply, minimum

On the date of supply

usable shelf life should be available / balance.

#### 11. **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 responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of Contract and the Seller's obligations there under.

#### 12. **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.

#### 13. **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.

#### 14. **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.

#### 15. **Inspection**

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

NA

Post Receipt Inspection at consignee site before acceptance of stores:

By nominated inspection team

#### 16. **Inspection**

**Testing of Sample:** The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

#### 17. **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

4

samples for Buyer's approval, within 10 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 same within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample 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 deviation 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.

#### 18. **Forms of EMD and PBG**

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

Commanding Officer 22 Engineer Regiment  
payable at  
22 Engineer Regiment  
.

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

#### 19. **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

Commanding Officer 22 Engineer Regiment

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. 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

#### 20. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

22 Engineer Regiment  
Account No.  
38596542840  
IFSC Code  
SBIN0002297  
Bank Name  
State Bank of India  
Branch address  
Budgam, J&K  
.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 21. **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

Commanding Officer 22 Engineer Regiment  
payable at

22 Engineer Regiment

. 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.

## **22. 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

Commanding Officer 22 Engineer Regiment

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand and the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the bank 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.

## **23. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

22 Engineer Regiment

Account No.

38596542840

IFSC Code

SBIN0002297

Bank Name

State Bank of India

Branch address

Budgam, J&K

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

## **24. Scope of Supply**

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

## **25. 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.

## **26. Certificates**

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

## **27. Certificates**

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

## **28. 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.

## **29. Certificates**



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

AS per TS

### 30. **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 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 criterion. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet the criterion.

### 31. **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. 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 in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### 32. **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.

### 33. **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.

### 34. **Ration Item ATCs**

**Packing Material** The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

### 35. **Ration Item ATCs**

**Shelf Life** The supplier shall declare the shelf life/best before use for a minimum period equal to the warrant as given in the DFS for the item. The item should be of the latest manufacture, conforming to the current product standard and having 100% defined life at the time of delivery.

36. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS**

1. The bidder will furnish the certificate of past performance alongwith comp certificate in the last three financial years to Central/ State Govt Organization for c of similar nature duly vetted by the User's/ Consignee as per format given below. Certificate should also mention that vendor has not defaulted on the original delivery for supply in last one year.

| <b><u>PAST PERFORMANCE &amp; COMPLETION REPORT</u></b> |                                            |                                     |                                                 |                                           |                       |
|--------------------------------------------------------|--------------------------------------------|-------------------------------------|-------------------------------------------------|-------------------------------------------|-----------------------|
| <b><u>SER NO</u></b>                                   | <b><u>CONTRACT ORDER NO &amp; DATE</u></b> | <b><u>NAME OF ORG ANISATION</u></b> | <b><u>DELIVERY STATUS TIMELY/NOT TIMELY</u></b> | <b><u>QUALITY OF STORES/ MATERIAL</u></b> | <b><u>REMARKS</u></b> |
| —                                                      | —                                          | —                                   | —                                               | —                                         | —                     |

**DATE**  
**GNEE**

**STAMPED/SIGNATURE OF THE C**

2. The bidder shall supply all items as per detailed technical specification enc alongwith this bid.
3. Bidder are requested to read complete bid documents carefully and submit documents accordingly.
4. Delivery location of shelter/stores/items specified in the subject bid will be der:-

| <b>S/No</b> | <b>Nomenclature</b> | <b>Qty</b> | <b>Location of supply and construction</b> | <b>Km</b> |
|-------------|---------------------|------------|--------------------------------------------|-----------|
|             |                     |            | Manasbal                                   | 0.200     |
|             |                     |            | SK Bala                                    | 0.300     |
|             |                     |            | Lashpatri                                  | 0.600     |
|             |                     |            | Salender                                   | 0.200     |
|             |                     |            | Dardpura                                   | 0.400     |
|             |                     |            | Panar                                      | 0.100     |

|         |                                   |        |               |       |        |          |       |
|---------|-----------------------------------|--------|---------------|-------|--------|----------|-------|
| (a)     | Security Fence (Anti Climb) (S&C) | 10 KM  | Badampura COB | 0.200 |        |          |       |
|         |                                   |        | Kaitsan       | 0.300 |        |          |       |
|         |                                   |        | Mamar         | 0.200 |        |          |       |
|         |                                   |        | Sillu         | 0.300 |        |          |       |
|         |                                   |        | Chatussa      | 0.600 |        |          |       |
|         |                                   |        | Kalamchakla   | 0.400 |        |          |       |
|         |                                   |        | Yamrad        | 0.500 |        |          |       |
|         |                                   |        | Bhagatpura    | 0.300 |        |          |       |
|         |                                   |        | Bunawadar     | 0.600 |        |          |       |
|         |                                   |        | Trimukha      | 1.000 |        |          |       |
|         |                                   |        | Wavoora       | 0.600 |        |          |       |
|         |                                   |        | Charkot       | 0.300 |        |          |       |
|         |                                   |        | Aripanthan    | 0.300 |        |          |       |
|         |                                   |        | Zainakot      | 1.000 |        |          |       |
|         |                                   |        | Nihalpura     | 0.400 |        |          |       |
|         |                                   |        | Puthkhah      | 0.800 |        |          |       |
|         |                                   |        | Sharifabad    | 0.100 |        |          |       |
|         |                                   |        | Pattan        | 0.300 |        |          |       |
|         |                                   |        | (b)           |       | 1.5 KM | Neelam   | 0.350 |
|         |                                   |        |               |       |        | BB Cantt | 0.300 |
| Panzgam | 0.850                             |        |               |       |        |          |       |
| (c)     |                                   | 1KM    | Khrew         | 1.00  |        |          |       |
| (d)     |                                   | 2.5 KM | Bari Baihk    | 0.200 |        |          |       |
|         |                                   |        | Bodhnambal    | 0.400 |        |          |       |
|         |                                   |        | Panzgam       | 0.400 |        |          |       |
|         |                                   |        | KM 8          | 0.500 |        |          |       |
|         |                                   |        | Zarhama       | 0.050 |        |          |       |
|         |                                   |        | Trehgam       | 0.670 |        |          |       |
|         |                                   |        | Mini Mala     | 0.280 |        |          |       |
|         | Total                             | 15 KM  |               | 15KM  |        |          |       |

5. The L1 Bidder will have to supply and construction 15.00 KM of Security Fence (Anti Climb) (S&C) at various locations specified by the buyer within a radius of 150 m above mentioned location. Details of the same are at para 4 above. Tentative

of installation may change as per user requirement however within 150 Km from mentioned location. Any clarifications if required, regarding quantity of material or on may be sought on 8427716225 and 9101090268.

6. 100% payment will be made after complete stores are delivered and construction work at all the location is complete in all aspect with all discrepancies addressed.

7. The successful bidder shall place a qualified engineer for installation of assigned location.

8. The successful bidder should carryout test of materials being used in installation as and when asked by the buyer. Cost of the test shall be borne by the successful bidder.

10. **Force Majeure Condition.** If at any time during the continuance of the contract the performance in whole or in part of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, epidemic, commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, notwithstanding the happening of such event duly evidenced by one party to the other within ten days of the occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract.

11. All stores to be delivered and construction work to be completed within the stipulated time every date as mentioned in bid.

12. Bidder should have visited the site, in this regard certificate from user regarding confirmation for vendor to have visited the site will be uploaded alongwith bid documents.

13. Seller should submit registration certificate from Department of Industries and Commerce, fabrication works and electricity bill of any 3 months within last 6 months with the bid.

14. **Liquidated Damages.** If the seller fails to deliver any of all the Goods/ services within the original delivery period 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% value of balance of store to be supplied per week of the week of delayed period as per estimated damages not exceeding 10% of contract value without any controversy/dispute of any sort whatsoever. Bidder shall give warranty against manufacturing defects for a period of 24 months from date of completion.

15. **Discrepancies.** If there are varying or conflicting provision made in any documents forming part of the supply order, the BUYER shall be the sole deciding authority with regard to the intention and his decision shall be final and binding. Suppliers are possible to go through the provisions and bring out discrepancies, if any.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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; 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 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 being 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 Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 / 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 such 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 with all applicable laws 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 law.   
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 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 पा

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 तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

---