





Bid Document/ बिड दस्तावेज़

Bid Details/बिंड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-05-2025 19:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-05-2025 19:30:00	
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	hiteshsharma.536l@gov.in	
Total Quantity/कुल मात्रा	4633	
Item Category/मद केटेगरी	BOQ 1 , BOQ 2 , BOQ 3 , BOQ 4 , BOQ 5	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SK/ALH/DSF/051,Loom-Afcs Pod/Dts, NK (ABSORBENT COTT PAD), Absorbent Cotton Pad, 3130-95-73-004,Plug Protectio 326875 (AMP),Ring Tongue Terminals, LOCTITE 7471 ACTIVATOR,Basic Spray	

Bid	Details/बिड विवरण	
	Searched String: SK/ALH/DSF/051,Loom-Afcs Pod/Dts	
	Table Top Loom, Customised Envelopes, Speed Post Proof of Delivery (POD) Cards, HIGH DENSITY (Anti Skid) POLY ETHYL SACK (NON LAMINATED) WOVEN BAGS ON CIRCULAR LOOM Driving Training Simulator (MHA) (V2), Prefab Toilet Block W PUF Panel of Size: 6.120 M X 8.051 M (30 Men) (As Per Gell Drawing), Disposable Paper Cup, Wooden Podium, Electroni Lectern, CAT 6 Cable for Outdoor	
	Searched String: NK (ABSORBENT COTTON PAD), Absorbe Cotton Pad	
GeMARPTS में खोजा गया परिणाम / Searched Result	Absorbent Cotton Gauze, Absorbent Cotton Wool (V2), Non Absorbent Cotton (V2), stamp pads, X - Ray Detectable Abs Cotton Gauze, Squeegee Washer Wiper Mopper (V2)	
generated in GeMARPTS	Searched String: 3130-95-73-004,Plug Protection	
	Plug-In Protection Guard for RJ45 Ports, LABSA (95%) - ONG Omega 73 Open Gear Grease, Ear - Protector (V2), Plug Gal Rubber Plug, Paving Bitumen as per IS 73, Electrical Plugs (Marked to IS 1293, Super Corrosion Control Grease, Thread Gauge	
	Searched String: 326875 (AMP),Ring Tongue Terminals	
	Category not available on GeM for the text string uploaded buyer	
	Searched String: LOCTITE 7471 ACTIVATOR, Basic Spray	
	Industrial Grade Heavy Duty Penetrating Oil (6030 Pen Oil)	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Absorbent Cotton Gauze	
BOQ Title/बीओक्यू शीर्षक	BOQ BOQ	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	93 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के		
वर्षों से एमएसई छ्ट/ and Turnover/टर्नओवर के लिए	Yes	
एमएसई को छूट प्राप्त है		
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, Certi (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Compliance of Bo specification and supporting document *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	

Bid I	Details/बिड विवरण
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिंड का प्रकार	Two Packet Bid
Primary product category	BOQ 2
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
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	373770

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 अविध (महीने).	14

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the releva category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसा छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Comdt

The Comdt, Casd, Department of Military Affairs, Indian Army, Ministry of Defence (The Comdt, Casd)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
MSE Purchase Preference/एमएसई खरीद वरीयता	
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempte 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" also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnove Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation buyer.
- 2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certaudited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicati turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constall be taken into account for this criteria.
- 3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / Sta Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterior 4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as (in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to c as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the k must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case t value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statul auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for O other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Or 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 order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed 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 N 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 o through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Or 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notific issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Po 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 purch preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and

contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent applicate Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make i Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

- 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid partici Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determ the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA proc 7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similic Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening data any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantitic any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. of bunch bids, the category related to primary product having highest bid value should meet this criterion.
- 8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

BOQ 1

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर्र
1	*****	************SOUTH WEST DELHI	13	180

BOQ 2

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर्र
1	*****	****** DELHI	3381	180

BOQ 3

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

5	5.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर्र
1	-	*****	************SOUTH WEST DELHI	5	180

BOQ 4

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

Technical Specifications/तकनीकी विशिष्टियाँ

S	Specification Document	<u>View File</u>
E	30Q Detail Document	<u>View File</u>

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

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

S.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर्र
1	*****	************SOUTH WEST DELHI	1227	180

BOQ 5

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र.सं	Consignee Reporting/Officer/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर्र
1	*****	*********SOUTH WEST DELHI	7	180

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

1. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentar evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartere Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with th case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in resp the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. Generic

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

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CENTRAL AVIATION SUPPORT DEPOT, DELHI CANTT-10

TERMS & CONDITIONS OF GEM BID DOCUMENTS FOR ACCEPTANCE OF BID

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

- 1. The online Bid is invited by the Commandant for and on behalf of the President of India from any of the ng sellers for supply of ibid item:-
 - (a) OEM.
 - (b) OES authorised by OEM.
 - (c) Past Supplies of Same/ Similar Nature Item to any Government Aviation Departments

<u>Part No</u>	<u>Nomenclature</u>	<u>A/U</u>	<u>Qt</u> ı
SK/ALH/DSF/051	Loom-Afcs Pod/Dts	Nos	13
NK (ABSORBENT COTTON PAD)	Absorbent Cotton Pad	Nos	338
3130-95-73-004	Plug Protection	Nos	05
326875 (AMP)	Ring Tongue Terminals	Nos	122
LOCTITE 7471 ACTIVATOR	Basic Spray	Nos	07

- 2. <u>Delivery Period.</u> Delivery period for supply of item would be **180 Days** from the date of award act. For the clause '**Advance Sample'**, time taken in clearance of advance sample will be included in the del riod.
- **Earnest Money Deposit.** Bidders are required to submit Earnest Money D (EMD) for fixed amount of **Rs 3,73,770/-** along with their bids. The EMD may be submi the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Guarantee from any of the public sector banks or a private sector bank authorized to co government business as per Form DPM-13 (Available in MoD website and can be provid request). EMD is to remain valid for a period of forty-five days beyond the final bid valid riod. EMD of the unsuccessful bidders will be returned to them at the earliest after exp he final bid validity and latest on or before the 30th day after the award of the contract. id Security of the successful bidder would be returned, without any interest whatsoever the receipt of Performance Security from them as called for in the contract. EMD is not ed to be submitted by those Bidders who are registered for tendered services with the (Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or Co ed Departments or Ministries of the Govt of India. As per Govt. Policy, MSME bidders are exempted from the EMD submission. In that case the Ministries/ Departments may requ ders to sign a Bid securing declaration accepting as per format given at Appx 'A' att wit ATC. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates he tender in any respect within the validity period of their tender.
- 4. **Technical Details.** The seller should guarantee to meet the technical specifications as given at ap
- 5. Prospective bidders are allowed to view the depot sample held at this depot before opening date of th the advance sample submitted by the firm bagging the contract will be compared with the depot sample for c ty.
- 6. This bid is being issued with no financial commitment and the Buyer reserves the right to change or v part thereof at any stage. Buyer also reserves the right to withdraw the Bid documents, should it become negation at any stage.

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7. Online Bid will consists of the under mentioned documents. Failure of submissionalid documents will result in rejection of bid.
(a) Proof of OEM/ OES auth by OEM if applicable or past proof of supplies of same/ similar item Govt Aviation Establishment or agency agreement with the OEM for specific product if any.
(b) Last three years experience (i.e. 2022-23, 2023-24 & 2024-25) for supplying goods to Central Government Ministries/ Departments including its attached/subordinate offices, Central/State Public S nits (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of Presid dia/Governor of the State /PSU/Autonomous Bodies
(c) Bank certificate of credit worthiness of the firm as per format attached.
(d) Details of Income Tax Return filed by the firm during the past 3 assessment years (i.e. 2022-24 & 2024-25).
(e) Acceptance Certificate of all terms & conditions of Bid documents on Firm's letter head.
(f) Proof of financial turnover of minimum 93 Lac for the last three assessment years (i.e. 2021-2 -23 & 2023-24) duly authenticated by a reputed Chartered Accountant.
(g) The firm should not have suffered any financial loss in the last three assessment years (i.e. 2 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 (if applicable).
8. <u>Capacity Verification</u> . Firms not registered with DGAQA or any other Govt agencies must subrisite document for capacity assessment to the purchaser (failing which these firms may be disqualified at TEC If required & considered necessary, a composite delegation may be deputed to asses the Facility/ Capability/ y of vendor.
9. After award of contract the seller shall submit quantity one of the item as adv mple to Buyer within 45 days from the date of contract if required by the buyer. Buyer will issue clearance for e sample. In case of failure of any sample, the entire lot will be rejected. No claim by the seller whatsoever shotertained thereafter.

Technical Evaluation Committee:

10.

The bidder is required to upload all rel

certificates such as BIS licenses, type test certificate, approval certificates and other ce es as prescribed in the product specification given in the bid document. If required & cc ed necessary, the Tech Evaluation Committee may call for a sample to be tested by a C ab/ NABL accredited labs and the results of the lab will be the sole criteria for the accep of the items.

- 11. <u>Liquidated Damages.</u> In the event of the Seller's failure to submit the Bonds, Guarantees and ents, supply the stores/ goods and conduct trials, installation of equipment, training etc as specified in this co he Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may a uct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/u ed stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value Liquidated Damages being not higher than 10% of the value of delayed stores.
- 12. **Termination of Contract**. The Buyer shall have the right to terminate this Contract in part or in f y of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure after the s d date of 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 this contract and paid any commission to such individual/ company etc.
 - (d) As per decision of the Arbitration Tribunal.

- (e) **Contract can be cancelled (fully/ partly)** unilaterally by the buyer in case items are not rewithin the contracted delivery period. Extension of contracted delivery period will be at the sole discretible buyer, with applicability of LD clause.
- (f) In case of any forged documents/ any form of corruption/ prejudiced dealing during the validity ract, the contract will be terminated immediately. Action against the bidder/ seller in consonance with 009 & GFR 2017 will be followed.
- 13. **Tolerance Clause.** To take care of any change in the requirement during the period starting from bid documents till award of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the y of the required goods up to that limit without any change in the terms & conditions and prices quoted by th While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tole mit.
- 14. **Inspection Authority.** The inspection will be carried out by constituted Bd of Officers by the B

- 15. **Warranty.** Except as otherwise provided in the invitation tender, the seller hereby declares that t s, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship a in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in ct. The Seller hereby guarantees that the said goods/ stores/ articles would continue to conform to the descript dispards from the date of delivery of the said goods/stores/ articles to the r 15 months from the date of shipment/dispatch from the Seller's or standard warranty period as given by the hichever is of a longer period.
- 16. **Correctness of the Quality and Quantity.** On receipt of stores at consignee's premises at CASD I ntt, the stores are checked for ascertaining the correctness of quality, quantity and document. In case the sto ound deficient in any way, the consignee has the right to reject the stores even if these were inspected and c y the inspector.
- 17. The supplier shall be responsible for the safe delivery of the stores at the consignee's end and transit if any shall be promptly attend by him.
- 18. **Transportation.** Store in good condition will be delivered free at consignee premises at CASD | ntt-10.

19. **Performance security/ PBG.**

- (a) <u>For Indigenous cases.</u> After award of contract, the bidder will be required to furnish mance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank au to conduct government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum eq % of the contract value within 30 days of receipt of the confirmed order. If the PBG is not receive 30 days from the date of placement of Supply Order, the contract can be cancelled unilaterally by the Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specime G is given in Form DPM-15 (Available in MoD website and can be provided on request). In the event re/breach of contract PBG will be forfeited in order to compensate the loss to the buyer.
- (b) <u>Foreign cases</u>: Not Applicable

20. **Option Clause**. Under this clause, the Purchaser retains the right to place orders for additional up to a maximum of **50**% of the originally contracted quantity at the same rate and terms of the contract. Thi is available during the original period of contract provided this clause had been incorporated in the original c with the supplier. Option quantity during extended DP is to be limited to 50% of balance quantity after Delivery Period. This clause may be exercised in case of procurement from single vendor/OEM also subject to eing no downward trend in prices.

21. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its ions (except for failure to pay any sum which has become due on account of receipt of goods under t sions of the present contract), if the non-performance results from such Force Majeure circumstances

- d, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions e Authorities or any other circumstances beyond the parties control that have arisen after the conclus e present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the prestract is extended correspondingly for the period of time of action of these circumstances and their corces
- (c) The party for which it becomes impossible to meet obligations under this contract due to Forc re conditions, is to notify in written from the other party of the beginning and cessation of the above \mathfrak{c} ances 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 authorit anization of the respective country shall be a sufficient proof of commencement and cessation of the reumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (s hs, either party hereto reserves the right to terminate the contract totally or partially upon giving prior notice of 30 (thirty) days to the other party of the intention to terminate without any liability other mbursement on the terms provided in the agreement for the goods received.

22. Responsibility of the Contractor for Executing Contract.

- (a) **Risk in the Store.** The contractor shall perform the contract in all respect in accordance terms and conditions thereof. The store and every constituent part thereof, whether in the possession rol of the Contractor, his agents or servants or a carrier or in the joint possession of the Contractor his r servants shall remain in every respect at the risk of the Contractor until their actual delivery to the c e at the stipulated place or destination or where so provided in the contract until delivery to the perso ied in the schedule as interim consignee for the purpose of dispatch to the consignee. The Contractor responsible for the loss, destruction, damages or deterioration of or to the stores from any clause who hile the store after approval by the inspector are awaiting dispatch or delivery or are in the course of the Contractor to the consignee. The Contractor shall alone be entitled and responsible to make or gainst Railway administration or other carrier in respect of non delivery short delivery, miss-delivery, truction damage or deterioration of the goods entrusted to such carrier by the contractor for transmis he consignee or interim consignee as the case may be.
- (b) <u>Consignee Right of Rejection</u> Notwithstanding any approval which the Inspector may ven in respect or any part of portion thereof or any materials or other particulars or the works of worl p involved in the performance of the contract (whether with or without any test carried out by the cor or the Inspector or under the directions of the Inspector) and notwithstanding delivery of the stores w provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to restores or any part portion or consignment thereof within 45 days after actual delivery thereof to him d from the date of receipt of complete equipment with spare and accessories as ordered if such stores, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the act whether on account of any loss, deterioration or damage before dispatch or delivery or during training therewise however.
- (c) Provided that where, under the terms of the contract the store are required to be delivered to im consignee for the purpose of dispatch to the consignee the store shall be at the purchasers risk aft delivery to the consignee, but nevertheless it shall be lawful for the consignee on behalf of the purcha eject the store or any part, portion or consignment thereof upon their actual delivery to him at the deli

if any are not an all respect in conformity with the

term and conditions of the contract except where they have been damaged or have deteriorated in the tor otherwise after their delivery to the interim consignee.

- 23. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-
 - (a) The price charged for the stores supplied under the contract by the Seller shall in no event expelled elements by the Seller shall in no event expelled the stores of identical description to any / Organisation including the purchaser or any department of the Central government or any Department experiment or any statutory undertaking the central or state government as the case may be durperiod of the Supply Order.
 - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell suc to any person/ organization including the Buyer or any Department, of central Govt. or any Department State Government or any Statutory undertaking of the Central or state Government as the case may k rice lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract e stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above on will, however, not apply to:-
 - (i) Exports by the Seller.
 - (ii) Sale of goods as original equipment at price lower than the prices charged for normal ment.
 - (iii) Sale of goods such as drugs which have expiry dates.
 - (iv) Sale of goods at lower price on or after the date of completion of sale/ placement of th of goods by the authority concerned under the existing or previous Rate Contracts as also unprevious contracts entered into with the Central or State Government Departments, including ndertakings excluding joint sector companies and/or private parties and bodies.

24. Risk & Expense clause

- (a) Should the stores or any installment thereof not be delivered within the time or times specified contract documents, or if defective delivery is made in respect of the stores or any installment thereof yer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the rigorous liquidated damages as a remedy for breach of contract, to declare the contract as cancelled eithly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications eters provided by the SELLER during the check proof tests to be done by the BUYER in the prescribed , the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to canc ontract 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 giright of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other she thinks fit, other stores 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 stores remain e delivered there under.
	(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from er supplier as the case may be, over the contract price appropriate to such default or balance shall be rable from the SELLER. Such recoveries shall not exceed 100% of the value of the contract.
25. relevan	Payment Terms. It will be mandatory for the Bidders to indicate their bank account numbers and tE-payment details. A copy of the model mandate form prescribed by RBI to be submitted
	lers for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given The payment shall be made on delivery and acceptance of the stores by the buyer.
26. g paym	Part-Dispatch/ Part-Shipment. Part-dispatch or part-shipment of goods is permitted and corre lent will be released to the SELLER after accepting stores post inspection.
	_
	FORMAT FOR BANK CERTIFICATE OF CREDIT WORTHINESS
	- -
Bank N	ame
Addres	S
	TO WHOMSOEVER IT MAY CONCERN
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office a	It is hereby informed that	M/s	(Firm name with addre	ss) having its reg
office a	<u> </u>	is banking with	& AYC NO	last
	It is certified that conduct . The same is issuable by		isfactory and the firm has crediustomer.	it worthiness of F
Seal of	Bank			
Date			(Sig of bank Manager with s	stamp)
	<u>FORMAT FOI</u>	- R BID SECURITY DE	CLARATION CERTIFICATE	
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m with <u>(Name d</u>	ify that M/s <u>(Vendor's Na</u> of organization under Mini laration certificate is issue	istry/ Departments)	, <u>(Address)</u> As per Rule 1 ⁻ : Money Deposit (EMD).	
We withdraw or gn the contrac We will be susp	modify our bids during that or to submit a performa	e period of bid validit nce security before t ne specified in the re	otion from EMD and I/ We are lity or if I/We are awarded the control that the request for bid document from be	ontract and I/ We uest for bid docu

Regards,
Thanking You,
(M/sfirm's Name)
Designation

9SPECIFICATIONS AND DETAILS OF ITEM PERTAINING TO THIS Items are COTS/Exp in nature $\frac{\mathbf{p}}{\mathbf{E}}$ nd used by the aviation units. Specifications and s of the same are given below:-Ε N **Specifications**:-Q U <u>R</u> S.No. **Particulars** Υ Item Part No SK/ALH/DSF/051, Loom - AFCS Pod/DTS (i) **Item Identity** Specifications As **S**er approved depot sample Item Part No NK (ABSORBENT COTTON PAD), Absorbent ((ii) Item Identity n **Ł**ad 10% pure cotton wool free from impurities soft & gentle microk Descriptions ica**W** tested

	Weight	500 gms
	Color	White
	pH Value	5.5-7.5
	Humidity	8% Max
	Sinking Time	6s Max
	Specifications	As per approved depot sample
(iii)	Item Identity	Item Part No 3130-95-73-004, Plug Protection
	Type of material	Carbon alloy steel highly corrosion resistant
	Туре	Flareless Plug
	Type of Head	Hexagon Head
	Overall size	2 cm
	Head type	Hexagon Head
	Head size	1 cm (w), 2.7 cm (Dia)
	Thread Length	1.3 cm
	Thread direction	Right-hand external
	Thread outer dia	1.5 cm
	Thread inner dia	1 cm
	Pitch size	1 mm
	Pitch Dia	1 mm
	Maximum operating pressur e	1500 pounds per square inch
	Seat Angle	12.0 Degrees
	Temp range	-40^{0} C to $+120^{0}$ C

	Specification	As per approved depot sample
(iv)	Item Identity	Item Part No 326875 (AMP) Ring Tongue Terminals
	Connector Type	Ring Tongue
	Termination Method	Crimp
	Contact Material	Copper
	Insulator Material	Uninsulated
	Voltage Rating	600 V
	Specifications	As per approved depot sample

Note:- The above specifications are typical. Items should be provided by seller as per approved ot sample ${\bf r}$

S.No.	Particulars			
(v)	Item Identity	Item Part No LOCTITE 7471 ACTIVATOR, Basic Spray		
	Descriptions	Anaerobic adhesives and sealants		
	Chemical Type	Amine and Thiazole		
	Solvent	Acetone and Isopropanol		
	Appearance	Transparent, yellow to amber liquid LMS		
	Viscosity	Very low		
	Specific Gravity @ 25 °C	0.79		
	Viscosity @ 20 °C, mPa·s (c P)	2		
	Drying Time @ 20 °C, secon ds	30 to 70		
	On Part Life, days	≤7		
	Specifications	As per approved depot sample		

Note:- The above specifications are typical. Items should be provided by seller as per approve pot sample

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6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

7. 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. Sell 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.

8. Generic

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

9. Certificates

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

10. Generic

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

1. I M/s.

FIRM NAME

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

11. 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 ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted r. The delivery period of quantity shall commence from the last date of original delivery order and in cases when option clause is exercised during the extended delivery period the additional time shall commence from the last of extended delivery period. The additional delivery time shall be (Increased quantity \div 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 original 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.

12. Forms of EMD and PBG

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

THE COMDT payable at CASD, DELHI CANTT-10

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

13. Certificates

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

14. Inspection

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

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 an clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as n 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 iss DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exer provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attacher</u> <u>categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m

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 Payme Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Paymen Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take so 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 shorder 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 compliant 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 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 पार हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन करने पर 3 तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---