

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-06-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-06-2025 15:30:00
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 Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Sashastra Seema Bal (ssb)
Office Name/कार्यालय का नाम	Fhq Ssb New Delhi
क्रैता ईमेल/Buyer Email	moti.1499@ssb.gov.in
Total Quantity/कुल मात्रा	18
Item Category/मद केटेगरी	Excavator cum Backhoe Loader
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Excavator cum Backhoe Loader
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Backhoe Loaders (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Backhoe Loaders (V2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	350 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	700 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Estimated Bid Value/अनुमानित बिड मूल्य	70200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1404000

ePBG Detail/ईपीबीजी विवरण

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Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	54

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Second-In-Command

Fhq Ssb New Delhi, Central Armed Police Forces, Sashastra Seema Bal (SSB), Ministry of Home Affairs (Ddo)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity

during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by

the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
15-05-2025 11:00:00	Provisioning Dte, FHQ, SSB, East Block-V, Sector-1, R.K. Puram, New Delhi-110066.

Excavator Cum Backhoe Loader (18 pieces)

(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

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Kumar Gupta	180015,O/o the DIG . SHQ SSB House No. 146 Sector-6 , Channi Himmat	2	120
2	P Lakshmi Narasimha Rajulu	782402,O/O The Inspector General, FTR Hqrs SSB Guwahati, Village: Borkhat, PO & PS : Sonapur, Guwahati	4	120
3	Avijit Ghosh	262001,O/O The DIG, SHQ, SSB Pilibhit, House No. 10, Kunwar Garh, Near Dudhiya Mandir, Pilibhit	4	120
4	Kanhaya Kumar	800025,O/O The IG, Ftr Hqrs SSB Patna, 3rd Floor, Karpuri Thakur Sadan, GPAO Building, Ashiyana Digha Road, Near Rajiv Nagar	8	120

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **Generic**

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

5. **Generic**

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

6. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) 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, e-mail Id and Phone No. required to be furnished along with the bid

8. **Generic**

Scope of supply includes Training: Number of employees to be trained

36

, Place for Training

Respective Consignee Location

and Duration of training

07

days.

9. **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.

10. **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.

11. **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)

12. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

13. Service & Support

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

14. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By the Board of Officers of SSB

Post Receipt Inspection at consignee site before acceptance of stores:
At the Consignee Location by the Board of Officers of Line Committee

15. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

16. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

17. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(1) Governing QRs/Specification of Excavator cum Backhoe Loader: As per QRs / TDs of Excavator cum Backhoe Loader CRPF vide order No. M.VI-122/2023-24-MT-Dte-Spl Veh-DA-9 dated 28/05/2024 . (Copy of QRs is also uploaded with this bid).

(2) Additional Technical Specification required in the said vehicle:-

- i) Vehicles should Roll Over Protection Structure (ROPS)/ Fall Over Protection Structure (FOPS).
- ii) Vehicle should have Air Conditioned Cabin and Cabin Heating Arrangement/HVAC.
- iii) Vehicle should have Front Screen Defroster.

- iv) Vehicle should have complied latest emission norms as applicable at the time of delivery

(3) Colour of Excavator cum Backhoe Loader is **"Stone Grey"**. The colour code of vehicle will be provided to the successful bidder.

(4) Inspection:

- (i) **Pre-Dispatch Inspection (PDI)** of the store will be carried out by a board of officers of SSB at Seller premises. The Board of officers will conduct PDI as per governing specifications. The decision of the PDI board to reject / accept the store based on quantity of the items will be final and ending on the seller. Seller/OEM shall send a notice in writing / e-mail to the buyer specifying the place of inspection as per contract and the buyer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected.
- (ii) After approval of Buyer on PDI report, sealed inspected lots will be dispatched by the L-1 firm to the concerned consignees as per the contract. It will be the seller's responsibility to ensure that the sealed lot does not get tampered and arrives intact to the consignee location. Dispatch and safe transportation of the store shall be the responsibility of the supplier. On receipt of the store at consignee location, decision of Consignee's with regard to rejection / acceptance of the store shall be final and binding on the seller.
- (iii) **Inspection charges shall be borne by the supplier and it shall not be reimbursed by buyer to them at any point of time as per provision contained in Manual for Procurement of Goods, Second Edition, 2024.**
- (iv) The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the BOO's of buyer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.
- (v) The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the BOO's of buyer.
- (vi) PDI board may proposed the acceptance / rejection of items based upon quality even if there are minor deviations from the technical specifications considering para-9.4.7 of Chapter-09 of Manual for Procurement of Goods, Second Edition, 2024. However, The CA that approved the tender should have the final decision on deviations. Deviations from the contract specifications or requirements not affecting price, quality, performance, and other terms of the contract may be allowed (with or without a nominal rebate) at the level of the CA in consultation with the user Department on the merits or nature of deviations. In all other cases, the goods should be rejected, giving all reasons by issuing a rejection inspection report. Rejections should not be made in a piecemeal manner.

(5) Experience Criteria:- Experience Criteria mentioned at **Clause-04/Page-03** of instant bid may be read as under:- 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/Public Listed Company for last 3 financial years before the bid opening date. Copies of relevant contract to be submitted along with bid in support of having supplied some quantity in at least one of the last 03 financial years before the bid opening date. In case of bunch bids, the primary products having highest value should meet this criterion. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:-

- a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

- b) Execution certificate by client with order value.
- c) Any other document in support of order execution like Third Party Inspection release Note etc.
- d) In case bidder submit GeM Contract for experience than copy of GeM invoice/CRAC is required to submit along with self -certification by the bidder that supplies against the Contract executed.

(6) Compliance Statement required as per QRs/Specification of Excavator cum Backhoe Loader

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Sl. No.	Specification	Complied / Not Complied
A) <u>Physical specification</u>		
1	<p><u>Performance Specification:</u></p> <p>The excavator cum backhoe loader will be employed for excavation, digging, demolition grading and finishing job. The equipment shall be rugged and of sturdy construction, capable of working continuously and successfully under adverse working conditions</p>	
2	<p><u>Prime Mover:</u></p> <p>The vehicle should be ARAI/ICAT certified. The prime mover shall have the following specifications:</p> <p><u>Engine:</u> Water cooled or better, turbo charged diesel engine of ISUZU/BEML/ TATA/Kirloskar, Cummins or any reputed make conforming to ARAI/BIS/BS/ DIN/SAE standards with 03 to 04 cylinders.</p> <p><u>Power Output :</u> Minimum 73 HP or more at rated RPM with minimum Torque 300 Nm or more.</p> <p><u>Starting System:</u> Electric system with suitable battery and alternator.</p>	-
3	<p><u>Main frame Chassis:</u></p> <p>The main frame shall be very strong and robust enough to withstand extreme working stresses.</p>	-
4	<p><u>Transmission Unit:</u></p> <p>With 4 or more forward and minimum 1 reserve gear with 4WD. The transmission shall be internationally accepted with torque converter. There shall be a provision for changing from 2 wheel drive to 4 wheel drives.</p>	-
5	<p><u>Axle with Steering Arrangement:</u></p> <p>The front axle shall be centrally pivoted, oscillating type and shall be designed for continuous loading cycles and shall ensure excellent manoeuvrability.</p>	-
6	<p><u>Brake System:</u></p> <p>The service brake should be hydraulically/pneumatically active disc type oil submerged, dual line each LH and RH self-adjusting. The brake system should conform to C9MVR norms. The parking brake should maintain the parking performance on its application and it should be easily applied by the driver. The brake system should be designed in such a way so as to protect itself from dirt, water, mud etc.</p>	-

7	<p><u>Electrical system:</u></p> <p>It should be 12 volt or better and to be powered by alternator and batteries. The complete system of the equipment shall cater for safe guards against short circuits and over voltage. 02 lights in front and 01 in the rear of the vehicle should be provided at an appropriate place.</p>	-
8	<p><u>Hydraulic System:</u></p> <p>The components of the hydraulic system should be tank, pump control valves hydraulic line and filters as per the design of the manufacturer. The filter elements in the return line of the system filling strainer shall be provided to filter of the hydraulic system and for its protection.</p>	-
9	<p><u>Steering system:</u></p> <p>The equipment should have power steering system.</p>	-
10	<p><u>Instrument Panel:</u></p> <p>The instrument panel should be fixed at an appropriate position for the ease of operations.</p> <p>The following shall invariably be fitted in the instrument panel:</p> <ol style="list-style-type: none"> Digital Hour meter, water/coolant temperature gauge, engine oil pressure gauge, fuel gauge, engine starting ignition key, horn switch and switches for various lights. All the gauge in the panel should be quickly readable and understandable. All instruments must be properly illuminated for night time operation. All audible signals shall be distinguishable from the operating point of the hydraulic excavator. The equipment shall be provided with warning system for low engine oil pressure and high temperature gauge. 	-
11	<p><u>Operator's cabin:</u></p> <p>It should be so designed to serve the intended propose of operator's safety and comfort. It should provide all round visible cabin. No vibration at driver seat. The operator's seat should be so designed to ensure easy operation of all lever positions. The seat should be vertically and horizontally adjustable, revolving, reclining type with armrest movable with or without control levers. The cabin shall be well ventilated with two rear view mirrors, interior light, wiper, fire extinguisher, first aid box and a fan. The equipment shall be provided with adequate lights to perform the tasks during darkness/fog/rainy season and should be conforming to traffic rules.</p>	-
12	<p><u>Excavator:</u> Excavator should consist of following main components:</p> <ol style="list-style-type: none"> King Post Boom Backhoe dipper cylinder Bucket 	-
13	<p><u>Loader:</u></p> <p>The loader shall consist of a bucket pivoted on end of a pair of hydraulically operated arms. The loader arms shall be of self-levelling type. The bucket capacity of the loader shall be minimum 1.00 cubic meter or more.</p>	-

14	<p><u>Stabilizers:</u></p> <p>Two stabilizers shall be fitted at the rear end of the machine. The stabilizers shall be hydraulically operated. Each stabilizer having its own control shall be operated independently at different heights.</p>	-
15	<p><u>Assess System for excavator-cum-loader:</u></p> <p>a) Access system for excavator-cum-loader may include platform, grab rail entrance opening.</p> <p>b) The design of these devices and means of attachments should provide adequate strength for the purpose intended.</p>	-
16	<p><u>General requirements:</u></p> <p>a) Rotating and fixed shafts/axles: - The shafts and axles shall have ample rigidity and adequate quality.</p> <p>b) Hardware Items: - All the hardware items shall be galvanized/surface treated as per manufacturer's design.</p> <p>c) Instruction Plate/decals:- The machine shall have instruction plate/decals permanently affixed at suitable location, indicating precautions and any special important procedure to be observed in operation the machine.</p>	-
17	<p><u>Miscellaneous:</u></p> <p>a) <u>Bearings</u> Shall be of a standard reputed make with BIS certifications/international standards.</p> <p>b) <u>Battery</u> Shall be SMF or better, of standard reputed make with BIS certification/ international standards. Dry type battery should be 12V/24V which support vehicle starting & other electrical function (--) 15° C to (+) 55° C in all weather conditions.</p> <p>c) <u>Rubber Items</u> Shall be of Dunlop/Fenner or any reputed make.</p> <p>d) <u>Painting</u> The equipment shall be painted in any colour as suggested by the indenter.</p> <p>e) <u>Publication :</u> The manufacturer shall supply all the technical literature like operation and maintenance manual for engine and equipment. Workshop manual for engine and equipment, illustrated part catalogue, lubricant chart of complete equipment in English and Hindi both in hard and soft copy.</p> <p>f) <u>Warranty</u> A warranty period of minimum 2 years or 2400 hours whichever is earlier should be provided by the manufacturer for backhoe loader/earth excavator.</p>	-

B) TECHNICAL SPECIFICATIONS OF EXCAVATOR-CUM BACKHOE LOADER

Sl. No.	Specification	Parameters	Remarks	Complied / Not Complied
(I)	Excavator Parameters			
1	Digging Depth	4.30 meter or more	--	
2	Backhoe bucket reach from swing pivot	5.0 meter or more	--	
3	Working height (stabilizers not raised)	5.20 meters or above	--	
4	Bucket rotation	180 degrees or more	--	

5	Bucket digging/breakout force in Kgf	5500 Kgf or more	--	
6	Bucket Capacity	0.24 cubic meter or more	--	
7	Load over height (Loading height)	3.5 meter or more	--	
8	Bucket Cutting height	5.20 meters or more	--	
9	Side reach to centre of machine	5.00 meters or more	--	
10	Bucket Width	Min 750 mm or more	--	
(II) Loader Parameters				
1	Dump height	2.65 Mtrs or more	--	
2	Load over height (Bucket Maximum lift height)	3 meters or more	--	
3	Dump Angle	38 degrees or more	--	
4	Loader bucket capacity	1.00 Cubic meter or more	--	
5	Reach at ground	1.35 meter or more	--	
6	Reach at full height	1 meter or more	--	
7	Below ground level dig depth	0.05 meter or more	--	
8	Bucket breakout force (in Kgf)	5200 Kgf or more	--	
9	Loader bucket pay load in Kgs	1600 kg or more	--	
10	Type of loader bucket	Bottom Dump	--	
11	Operating weight	7500 kg or more	--	
(III) Static Dimensions				
1	Ground Clearance	280 mm or more	--	
2	Overall height (maximum)	3.90 meter or less	--	
3	Turning radius (outside wheels)	Not more than 5500 mm	--	
4	Torque	Min 300 Nm or more	--	
5	Tyres	Heavy Duty	--	
6	Steering System	Power steering	--	
7	Fuel	Diesel	--	
8	Forward Speed	Min 30 Km/hrs or more	--	
9	Fuel Tank Capacity	Min 100 Litres or more	--	
10	Temperature Range	(-) 15° C to (+) 55° C	--	
11	Vehicle emission	CEV-IV or latest emission norms as per GOI guidelines applicable on the date of supply	--	
12	Type of Wheel Drive	4WD	--	
13	Engine Cooling System	Water/Coolant	--	
14	FOPS	As per user/indenter requirement	User may define as per their requirement	
15	Additional accessories/ equipment	Cold starting kit, Rock breaker ROPS, AC Cabin, Spare I. Buckets, any other accessories/equipment can be added as per user/ indenter requirement	User may define as per their requirements.	

TRIAL DIRECTIVE FOR EXCAVATOR CUM BACKHOE LOADER

Date of Trial.....

Temperature.....

Time of Trial.....

Altitude.....

Place of Trial.....

Weather condition.....

GR of Trial Areas..... (Clear/cloudy/Partially cloudy/Hot and Humid/rainy Foggy and Humid/Soft Sn

ow or Hard Ice)

Sl. No.	Specification	Parameter	Procedure Suggested for Trial	Result expected/desired	Complied / Not Complied
01	Performance	The excavator cum backhoe loader shall be employed for excavation, digging, demolition grading and finishing job.	The equipment will be employed for the work of digging, excavation, loading, grading demolition etc at a suitable place provided by the firm.	The equipment should be able to perform all the specified jobs.	
02	Engine Make	Water cooled or better, turbo charged diesel engine of ISUZU/BEML/TATA/Kirlosker, Cummins or any reputed make conforming to ARAI/BIS/BIS/DIN/SAE standards with 03 to 04 cylinders	Based on the certificates provided by the manufacturer.	It should meet the desired Parameters as per the QRs	
03	Vehicle certification	The vehicle should be ARAI/ICAT certified.	ARAI/ICAT and other certification required as per CMVR/MV Act for registration will be checked.	It should fulfil the mandatory certification requirements for registration of vehicle.	
04	Engine power	Minimum 73 HP or more at rated RPM with minimum Torque 300 Nm or more	Based on the certificates provided by the manufacturer.	It should meet the desired parameters as per the QRs.	
05	Transmission	4 or more FWD and 1 reverse gear with 4WD	The equipment will be driven in all the gears including changes over to 4WD.	The equipment should attain the specified speed at respective gears as specified by manufacturer.	
06	Steering System	Power Steering	The equipment will be driven and turned right/left. Also certificate to this effect may be provided by the manufacturer.	The Operator should be able to turn the equipment left & right with ease.	
07	Brake System	Hydraulically/Pneumatic activated	The brakes shall be applied on the equipment. Parking brake should be applied on a slope not more than 10 degree.	It should be able to stop the equipment properly and effectively with both service and parking brake.	
08	Turning radius (outside wheels)	Not more than 5.50 meters	The turning radius shall be calculated from the outer wheels of the equipment which shall be driven in a circle.	The radius of the circle made by the outer wheels should not be more than 5.5 meters.	
09	Ground Clearance	280 mm or more	Ground clearance shall be measured from the lowest part of the equipment i.e. bottom edge of king post.	It should not be less than 280 mm.	
10	Torque	Minimum 300 Nm or more	As per the certificates provided by the manufacturer.	It should be within the desired parameters as per the QRs.	

11	Operator's Cabin material	The material used for seat and upholstery items should be of best quality. Should be vibration of driver seat.	It should be checked physically at the site and BOO will satisfy themselves about the quality of the same.	It should be of best quality.	
12	Electrical system	12 volt or better.	As per the certificates provided by the manufacturer.	It should be within the desired parameters as per the ORs.	
13	Instrument panel	All devices, meters fitted on instrument panel should be in excellent working condition, readable and understandable.	The devices will be checked physically at the site by the BOO with the engine in running condition.	All devices, meters fitted on instrument panel should be in excellent working condition, readable and understandable.	
14	Lights	All the lights fitted on the equipment should be functional	All the lights will be switched on checked.	All the lights will be in excellent functional condition.	
15	stabilizers	The stabilizers should be hydraulically operated	The stabilizers should be operated on site	The stabilizers should be able to lift up & down smoothly.	

(II) EXCAVATOR PARAMETERS

Sl. No.	Specification	Parameter	Procedure Suggested for Trial	Result expected/desired	Complied / Not Complied
01	Digging depth	4.30 meter or more	The digging depth will be measured physically at the site	It should be as per desired parameters mentioned in the QRs.	
02	Backhoe bucket reach from swing pivot	5.0 meter or more	Will be measured physically at the site.	It should be as per desired parameters mentioned in the QRs.	
03	Working height (stabilizers not raised)	5.20 meters or above	Will be measured physically at the site.	It should be as per desired parameters mentioned in the QRs.	
04	Bucket rotation	180 degrees or more	The bucket rotation will be measured physically by rotating the bucket or the equipment.	It should not be less than 180 degrees.	
05	Bucket Capacity	0.24 cubic meter or more	Will be calculated/defined as per SAE standards or certificate given by the firm.	It should be as per desired parameters mentioned in the QRs.	
06	Load over height (Loading height)	3.5 meter or more	Will be checked physically.	It should be as per desired parameters mentioned in the QRs.	
07	Bucket digging/breakout force in Kg	5500 Kg or more	As per the certificate provided by the manufacturer.	It should be as per desired parameters mentioned in the QRs.	
08	Bucket cutting height	5.20 meters or more	Will be checked physically at the site.	It should be as per desired parameters mentioned in the QRs.	

09	Side reach to centre of machine	5.00 meters or more	Will be checked physically at the site.	It should be as per desired parameters mentioned in the QRs.	
10	Bucket Width	Min 750 mm or more	Will be checked physically at the site.	It should be as per desired parameters mentioned in the QRs.	

(III) **LOADER PARAMETERS**

Sl. No.	Specification	Parameter	Procedure Suggested for Trial	Result expected/desired	Complied / Not Complied
01	Dump height	2.65 Mtrs or more	The Dump height of the loader shall be measured physically at the site.	It should be as per desired parameters mentioned in the QRs.	
02	Load over height (Bucket maximum lift height)	3 meters or more	The Dump height of the loader shall be measured physically at the site.	It should be as per desired parameters mentioned in the QRs.	
03	Dump Angle	38 degrees or more	Will be measured with the help of protractor at the site.	It should not be less than 38 degrees.	
04	Loader bucket capacity	1.00 Cubic meter or more	The loader bucket capacity will be calculated as per SAE standards.	It should not be less than 1.00 Cum.	
05	Reach at ground	1.35 meter or more	Reach at ground will be measured physically at the site.	It should be as per desired parameters mentioned in the QRs.	
06	Reach at full height	1 meter or more	Will be measured physically at the site	It should be within the desired parameters as per the QRs.	
07	Bucket breakout force (in kgf)	5200 Kg or more	As per the certificate provided by the manufacturer.	The certificate should specify the bucket breakout force to be more than 5200 Kgf or more.	
08	Below ground level dig depth	0.05 meter or more	Will be checked physically on site	It should be within the desired parameters as per the QRs.	
09	Loader bucket payload in Kgs	1600 kg or more	As per the certificate provided by the manufacturer.	It should be within the desired parameters as per the QRs.	
10	Type of loader bucket	Bottom Dump	Will be checked physically on site	It should be within the desired parameters as per the QRs.	
11	Operating weight	7500 kg or more	As per the certificate provided by the manufacturer.	It should be within the desired parameters as per the QRs.	

(7) **Consignee Location:**

- Consignee locations are mentioned in the GeM Bid. Consignee mentioned in the GeM Bid will complete all the formalities on receipt of stores i.e. JRI/Line Committee Report (LCR) from their location. JRI/Line Committee Report (LCR) etc. will be forwarded to Provisioning Directorate, Force Hqrs, SSB, East Block-V, Sector-1, R. K. Puram, New Delhi-110066 by the consignee mentioned in the GeM Bid.

- (ii) Free delivery of stores at consignee's locations at its own risk, freight and cost.
- (8) **Joint receipt inspection (JRI):** - Joint Receipt Inspection (JRI) will be carried out at the place of consignee location before final acceptance by the rep of SSB/Board of Officers and the seller. If any Vehicle (i.e. Excavator Cum Back hoe Loader) is rejected in final inspection as not confirming to Tender Specifications, the same must be replaced within scheduled Delivery Period before final acceptance. The Consignee's right of rejection in this regard will be final and absolute.
- (9) **Warranty: 04 Years (48 Months) or 2400 hours Onsite Warranty period** will start from the date of final acceptance of store. Timely servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the **required service / rectification within 15 days time limit**
- (10) **Availability of Service Centers:-** Bidder/OEM must have a Functional Service Centre in India. If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- (11) **After sale services:**
- (i) Firm has to submit an undertaking that after expiry of warranty of 04 years or 2400 hours, Firm will **extend service and spares for repairs of the equipment for next 05 years** on reasonable charges. Unconditional acceptance from firm is required along with bid.
 - (ii) Firm will also provide **list of spares with price details** which will be required for repair. This is required along with Bid.
- (12) **Lab test reports/Certificates:-** Bidders are required to submit lab test report/certificates of the subject store as per MHA approved QRs/TDs alongwith compliance statement of QRs/TDs.
- (13) **Land Border:-** As per Public Procurement OM No.6/18/2019-PPD dated 23 July 2020, any bidder from a country which shares a land border with India will be eligible to bid any procurement whether of goods, service (including consultancy services and non- consultancy service) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annex-'I'. Bidder is required to upload a certificate in this regard as per **Appendix-'D'**.
- (14) **Conflict of interest:** - The firm shall submit the declaration as per **Appendix-"F"** along with the bid documents failing which their bid shall be rejected.
- (15) **Training:-** The bidders shall provide free training to the user within four to six week after successful stores to users, for a **period of 07 days** at the each consignees/users locations.
- (16) **Earnest Money Deposit (EMD):**
- (i) Earnest Money Deposit (EMD) **of Rs. 14,04,000/- (Rupees Fourteen Lakh Four Thousand)** only is required by non-exempted firms and should be **valid for 225 days from the date of opening of bid**. (As applicable).
 - (ii) EMD should be issued in favour of **Second-In-Command (DDO), SBI Branch- Sector-1 (R.K. Puram), IFSC- SBIN0001076, Force Hqrs, Sashastra Seema Bal, East Block-VI, Sector-1, R.K. Puram, New Delhi-110066**.
 - (iii) Original EMD (Earnest Money Deposit) should be deposited at **Provisioning Directorate, Force Hqrs, SSB, East Block-V, Sector-1, R. K. Puram, New Delhi-110066** before stipulated date/time of opening of bid.
 - (iv) Failure to submit EMD will be treated as incomplete Bid and may lead to rejection of the bid. (As applicable)
 - (v) If exemption from submission of EMD is claimed and required **valid supporting documents along with "Bid Security Declaration" as per Appendix- 'B'** are not submitted with the

- bid documents, the offer will be treated as un-responsive and will not be processed further.
- (vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsuccessful firms shall be returned after finalization of Tender Enquiry.

(17) Performance Security:

- (i) The successful Firm shall have to deposit a **Performance Security Deposit of 3%** of net contracted Value (total value of the contract) within 28 days. In the event of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.
- (ii) PSD should be issued in favour of **Second-In-Command (DDO), SBI Branch- Sector-1 (R. K. Puram), IFSC- SBIN0001076, Force Hqrs, Sashastra Seema Bal, East Block-VI, Sector-1, R.K. Puram, New Delhi-110066.**
- (iii) The Performance Security Deposit submitted by the supplier will remain **valid for 54 months.**
- (iv) If the Firm /Seller fails to deliver the stores in a promised period and places a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the warranty period.

(18) Payment Clause: Payment will be released by SSB, once Consignee generates the CRAC and submit the same to Prov. Dte. fulfilling the following terms and conditions: -

- (i) Successful delivery & Completion of installation of the store in the Consignee location.
- (ii) Line Committee Report (LCR) issued by consignee that all parts are functioning properly and no deviation is noticed at the time of final delivery.

(19) Make In India Certificate: The Firm/ Seller must submit Self certified "Make in India Certificate" along with Bid duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" (**Appendix-'C'**) as per Ministry of Commerce and industry, DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 and 19/07/2024.

(20) Pre Contract Integrity Pact:

- (i) Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard Pre-Contract Integrity Pact enclosed as **Appendix-"E"**. Accordingly, all bidders are required to submit 02 copies "Pre-Contract Integrity Pact duly completed in all respect and signed properly on each page by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into
- (ii) In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors are also sign the IP
- (iii) PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter
- (iv) **Offer of those firms, who have not attached Pre-Contract Integrity Pact duly completed and signed properly with their tender document, are liable to be rejected.**

(21) Liquidated Damages:

In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half)% of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay of part thereof until actual delivery of performance, subject to maximum deduction of 5% of total contract value, In case of inordinate delay (i.e. inexcusable delay of more than one-fourth (25%) of the total completion period shall be treated as inordinate delay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods Second Edition-2024.

(22) Force Majeure Clause:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contract or at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

(23) Defect Liability Clause:

In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the firm will be liable to replace the defective store at their cost.

(24) Termination of Contract:

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-

- (i) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- (ii) The Seller is declared bankrupt or becomes insolvent.
- (iii) The delivery material is delayed due to causes of Force Majeure by more than 90 days.
- (iv) In case Performance Security is not furnished within 28 days from the date of issuing of Contract.

(25) Franking Clause:

The following Franking clause will form part of the contract placed on successful bidder:

- (i) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract".
- (ii) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".

(26) Denial Clause:

Any increase in statutory duties and/or upward rise in prices due to the PVC clause and /or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.

(27) Provisions for Debarment of Suppliers:

As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of suppliers and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding':-

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) Under the Prevention of Corruption Act, 1988, or
 - (b) The Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- (iii) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it determines that the bidder has breached the code of integrity.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

(28) Subletting and Assignment: Subletting in any form will not be allowed.

(29) Purchaser's Rights While Granting Any Extension In Delivery Period:

In cases where only a portion of the stores ordered is tendered for inspection at the fag-end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the acceptance of tender at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag-end of the delivery period are not found acceptable after carrying out the inspection the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

- (a) The purchaser has the right to recover from the firm (as specified under the Buyer Added Bid Specific A TC para (xiv) of the General conditions of Bid liquidated damages) on the stores which the contractor has failed to deliver within the delivery period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in the acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the acceptance of Tender.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender.
- (d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of

reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.

(30) Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.:

As per Para 7.6.8 of Manual for Procurement of Goods-2024, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative action like rejection of the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on a case to case basis, as decided by the competent authority. This Department will also bring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, NSIC etc requesting them, inter alia, to take suitable strong action against such firms. This Department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel and may also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future.

(31) Patent and other industrial/intellectual property right :

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.

The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

(32) Consignees' Right of Rejection:

Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule.

(33) QRs/Specification are sacrosanct. No query / representation on QRs/Specification shall be entertained.

(34) If any firm quotes zero/abnormally low rates, that Bid will be considered as non-responsive.

(35) Firm /Seller with conflict of interest will be disqualified.

(36) If OEM also participates in the Bid, then Bid from reseller will be ignored.

(37) Resultant contract will be interpreted as per Indian contract Law.

(38) Late bids shall not be considered.

(39) No conditional offer will be considered.

(40) Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of goods second edition, 2024.

(41) Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second edition, 2024.

(42) Limitation of Liabilities will be addressed as per Manual for procurement of goods second edition, 2024 para No. 9.8.5.

(43) Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured through the instant Bid from the OEM apart from submitting authorized dealership certificates from the OEM.

(44) All queries will be entertained through GeM portal window only which will be examined by the Co

Competent Authority & suitable reply will be sent to respective Firm. Amendment required, if any will also be issued. Other offline or online inquiries through phone & mail/e-mail or any other media will not be entertained.

- (45) Additional terms & conditions will supersede corresponding General terms & conditions.
- (46) Firm/Seller, which is an Original Equipment Manufacturer (OEM) of the offered store(s) / quoted product, has to submit details of its manufacturing unit as per **Appendix- "A"** along with the bid.
- (47) MSE Firm has to upload 'Udyam Certificate' against "MSE Category" under Buyer Required Documents Column, otherwise GeM may not give "Purchase Preference Option".
- (48) Firm /Seller has to submit **Appendix - "A to G"** and other necessary Documents / Certificates / Acceptance / Undertaking along with the bid.
- (49) Any other relevant documents which firm wishes to submit.
- (50) Firm /Seller have to submit Past Experience as per bid conditions mentioned in Clause-04 of Page No. 03.
- (51) Firm /Seller have to submit Past Performance as per bid conditions mentioned in Clause-09 of Page No. 04.
- (52) Firm /Seller have to submit Minimum Average Annual Turnover & OEM Average Turnover as per bid conditions mentioned in Clause- 03 & 05 of Page No. 03 & 04.
- (53) The instant bid is governed by GeM GTC, ATC, Buyer added text based ATC, GFR-2017, Manual for procurement of Goods-2024 (Second Edition) and subsequent guidelines / orders circulated by Govt. of India time to time.
- (54) Submission of online scanned copies of unwanted / irrelevant documents / out of contest documents will not be considered to be the part of Technical Evaluation of bid. The decision of the buyer in this regard will be final and binding on the bidder/ bidding firms.
- (55) Participating firm should not have direct or indirect business relationship with any other participating firm(s) and with their proprietors, participating in the instant bid. If the same is established at later stage then suitable action will be taken against such firm as per GeM Incident Management Policy.
- (56) If the Indian suppliers of this item are not allowed to participate or compete in procurement by some foreign governments then the bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10(d) of revised Public Procurement (Preference to Make in India) Order, 2017 dated 19/07/2024.
- (57) It will be imperative on each bidder to fully acquaint himself with tender/bid documents & QR/Specification carefully and thoroughly. Online submission of tender shall be deemed to have been done after carefully study and examination of tender/bid document with understanding and its implications.
- (58) Participation by firm in this bid shall be taken as confirmation on acceptance of all terms and conditions of this bid including amendment/corrigendum thereof.

APPENDIX- "A"

DETAILS OF MANUFACTURER

(to be submitted by the firm on the company letter head)

1. GeM Bid No. & Date _____ for the supply of _____

2. Name of the firm that owns the factories (Documentary):-

3.

A)	Office address :-
-----------	--------------------------

	Complete Address	
	City (State)	
	PIN Code	
	Telephone/Mobile No.	
	Email address	
B)	Location of Manufacturing/Factory :-	
	Complete Address	
	City (State)	
	PIN code	
	Email address	

4. In case firm don't own the factory but utilize the factory of some other firm for the fabrication / manufacture of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for:-

5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.):-

6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available):-

7. Details of investment in machinery/equipment of the plant and relevant certificates (If any to be submitted):-

8. Details and stocks or raw material held (state whether imported or indigenous) against each item:-

9. Production capacity of each item with the existing plant and machinery:

a) Normal (monthly manufacturing capacity) _____

b) Maximum (monthly manufacturing capacity) _____

10. Details of arrangements for quality control of products such as laboratory etc.

A) Details of Technical/supervisory staff in charge of production and quality control:-

B) Skilled labour employed:-

C) Unskilled labour employed:-

D) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application:-

Remarks:- I do hereby declare that all statement made mentioned above are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will be cancelled and my all claims for the purpose forfeited.

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "B"

Bid Security Declaration

(To be submitted by the firm on the Company Letter Head)

GeM Bid No. _____ Date: _____

To,

The Director General,
Sashastra Seema Bal, East Block-V,
Sector-1, R.K. Puram,
New Delhi-110066.

Ref: Bid of _____

Sir,

I/We _____, the undersigned, solemnly declare that, we understand and that according to the conditions of this tender documents, the TE /Bid must be supported by a Bid Securing Declaration in lieu of Bid Security (EMD). I/We unconditionally accept the conditions of this bid securing declaration.

I/We understand that we shall stand automatically suspended/ disqualified from being eligible for bidding in any tender in procuring organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we,

- (a) Withdraw/ modify/ amend/ impair or derogate, in any respect, from this bid, within the bid validity;
- (b) or being notified within the bid validity of the acceptance of our bid by the procuring entity: -
- (i) Fail or refuse to sign / execute the contract.
 - (ii) Or refuse to or fail to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the tender document.

I/We understand that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) The receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) Forty-five days after the expiration of the bid validity or any extension to it.

Yours Faithfully,

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "C"

-

SELF DECLARATION CERTIFICATE REGARDING "MAKE IN INDIA" (MII)

In line with revised public procurement (preference to make in India)

(To be submitted by the firm on the Company Letter Head)

Tender/Bid No. _____ Dated _____

Name of Item / Store:: _____

Sub: Declaration of Minimum Local Content

I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s.....
..... **(Specify the name of the firm)** has a **local content (Indigenous)** of..... % **(specify percentage)** and this meets the local content requirement for..... **(Specify 'Class-I local supplier' / 'Class II local supplier')** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s) as applicable on the date of submission of tender.

The details of the location(s) (Factory / Manufacturing Plant Address) **at which the local value addition is made**, is (are) as follows:-

1. _____

2. _____

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "D"

Land Border Sharing Declaration

(To be submitted by the firm on the Company Letter Head)

In compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023.

Tender No. _____ Dated _____

Name of Item / Store:: _____

"I/we have read the clause pertaining to Ministry of Finance, Department of Expenditure's (Do E) Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India and

- a) **I/we certify that this firm/bidder is not from such a country and eligible to be considered for this tender."**

OR

- b) I/we certify that this firm/bidder is from such country, has been registered with the competent authority and fulfils all requirements in this regard and is eligible to be considered."

(Valid registration by the competent authority shall be attached)

(Strike off the portion not applicable)

Remarks:- If the above certificate given by a bidder whose bid is accepted is found to be false, this would lead to immediate termination and further legal action in accordance with Law.

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "E"

PRE-CONTRACT INTEGRITY PACT

GENERAL

-

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025 between, on one hand, the President of India acting through Shri **Moti Lal, Dy. Commandant (TPT)**, SSB, MHA, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri Chief Executive Officer thereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure 18 Nos. Excavator cum Backhoe Loader and the BIDDER/Seller is willing to offer has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is SSB. MHA, GOI performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said 18 Nos. Excavator cum Backhoe Loader at a competitive price

ce in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitions will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of BUYER:

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unlawful means and illegal activities during any stage of its bid or during any pre-contract or post-contracts stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - 3.13 The BIDDER shall not lend to or borrow any money from or enter into the monitoring dealings or transactions, directly or indirectly, with any employee of the BUYER,
4. **Previous Transgression**
 - 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
 - 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason
5. **Earnest Money (Security Deposit)**
 - 5.1 The EMD submitted by the vendors will be treated as the EMD/Security Deposit for the purpose of Pre contract Integrity:
 - (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (ii) Any other mode or through any other instrument (specified as EMD/PSD).
 - 5.2 The Earnest Money/Security Deposit shall have to remain valid up to a period of 5 years or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
 - 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - 5.4 No interest shall be payable by the BUYER to the BIDDER on earnest Money/Security Deposit for the period of its currency.
 6. **Sanctions for Violations**
 - 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any

- e of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER. and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any of her stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any broker with a view to securing the contract
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter ix of the Indian Penal code. 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 7 Fail Clause**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 8. INDEPENDENT EXTERNAL MONITORS:**
- 8.1 As per MHA PM Division (Procurement Wing) order No. D/21013/30/3220/11.11.10/PW CF-3101362/ 1690 dated 01/05/2025 Appointment of Independent External Monitor for overseeing and implementation of Pre Contract Integrity Pact in this bid and IEM Address:

Shri Ashwani Kumar, Ex-CMD, Dena Bank,
Flat No. 101, 1st Floor, Plot No. F.P.No 81,
Ruby Bandra West, Ruby CHSL, 29th Road,
Near Duruoella Convent High School,
Bandra West, Mumbai-400050
Telephone: 9920262626
E-Mail - ashwani_ashwani1@yahoo.co.in

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact,
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor the option to participate in such meeting
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/BIDDER and, should the occasion arise, submit proposals for correcting problematic situation.
- 9 **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. **Law and place of Jurisdiction**
This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER
11. **Other Legal Actions**
The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 12 **Validity**
- 12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or till complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller. including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract
- 12.2 Should one or several provisions of this Pact turn out to be invalid: the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters of IEMs and he/she will await their decision in the matter
14. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- 15 The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer. Designation
Department/Ministry.

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Appendix - 'F'

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

01	Name of firm	Office address of firm, Phone No., Fax No. & E-mail ID	Firms works Address as per Vendor Registration, Phone No., Fax No. E-mail ID	Types of Firm (Sole Proprietorship/ Partnership/ Limited Liability Partnership/ Private Limited Company/ Public Limited Company)	CIN / LLPIN of Firm	GST Registration No. of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
02	Name of all Owner(s)/ Director(s) of firm	Father's / Husband's name of all Owners / Director(s)	DIN	Full residential Address	Aadhar Card of owner / Director(s) of Firm be attached	Udyam Registration Certificate No., attach a copy
	(1)	(2)	(3)	(4)	(5)	(6)

-

03. **WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any Private Limited or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietorship in which any relative of any Director or Partner or Proprietor of Bidder Firm is Director, Partner or Proprietor. 'relative' is defined as under:-

The companies Act, 2013 Sec 2(77) "relative" & "MOF" Manual for Procurement of Goods (Para 5.1.4) with reference to any person, means anyone who is related to another, if:-

- (i) they are member of Hindu Undivided Family"
- (ii) they are husband and wife " or
- (iii) one person is related to the other in such manner as prescribed below:-

- (a) Mother including step-mother

- (b) Son including step-father
- (c) Son's wife
- (d) Daughter
- (e) Daughter's Husband
- (f) Brother including step-brother
- (g) Sister including step-sister

APPENDIX- "G"

CHECK LIST AND ACCEPTANCE

(To be submitted by the firm on the Company Letter Head)

(Please **write Yes or No** in appropriate box and fill the answer correctly)

Sl. No.	Details	Write Yes/No (alongwith Page No.)
01	Whether Firm is MSE	
	(i) If Yes, Udyam Certificate is uploaded against "MSE category" under buyer required docs column or not?	
	(Note:- If not uploaded against "MSE Category", GeM may not give "Purchase Preference" option).	
	(ii) Is firm a manufacturer of offered product under the MSE Category?	
02	Whether Firm is an Original Equipment Manufacturer of the offered store (s).	
	(i) If yes, Details of Manufacturer as Appendix-"A" is submitted or not.	
03	Whether Firm is Authorized Re-seller.	
	(i) If yes, Authorization Certificate with Guarantee /warranty cover issued by OEM is submitted or not.	
04	Whether Firm is Start-up.	
	(i) If yes, Start-up certificate issued by DIPP / DPIIT is submitted or not.	
05	Earnest Money Deposit (EMD) is submitted (original) or not.	
	(i) Or submitted supporting documents for EMD waiver.	
	(ii) If documents have been submitted for EMD waiver, then mention the name and details of such documents.	
	(iii) If EMD exemption is claimed, whether firm has submitted Bid Declaration Certificate as per Appendix-"B" or not.	

06	Have you read the entire terms and conditions of the tender documents including buyer added specific terms and conditions, annexure(s) , schedule(s) etc. and unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety?	
07	Do you accept option clause of Buyer Added Bid Specific Terms & Conditions (BASTC) ?	
08	Do you accept the Bidder Financial Standing clause of BASTC?	
09	Do you accept the Manufacturer Authorization clause of BASTC?	
10	Do you accept the Generic (Scope of Supply includes Training) clause of BASTC?	
11	Do you accept Scope of Supply Clause of BASTC?	
12	Do you accept Service & Support Clause of BASTC?	
13	Do you accept the Inspection clause of BASTC?	
14	Do you accept the Certificates clause of BASTC?	
15	Do you accept the Warranty clause of BASTC?	
16	Do you accept Governing QRs/TDs of Excavator cum Backhoe Loader clause of Buyer Added Specific Additional Terms & Conditions (BAS ATC) ?	
17	Do you accept Additional Technical Specification clause of BAS ATC?	
18	Do you accept Colour of Excavator cum Backhoe Loader clause of BAS ATC?	
19	Do you accept Inspection clause of BAS ATC?	
20	Do you accept Experience Criteria clause of BAS ATC?	
21	Do you accept Compliance statement clause of BAS ATC?	
22	Do you accept Consignee Location clause of BAS ATC?	
23	Do you accept Joint Receipt Inspection clause of BAS ATC?	
24	Do you accept Warranty clause of BAS ATC?	
25	Do you accept Availability of Service Centers clause of BAS ATC?	
26	Do you accept After Sales Services clause of BAS ATC?	
27	Do you accept Lab Test Reports/Certificates clause of BAS ATC?	
28	Do you accept Land Boarder clause of BAS ATC?	
29	Do you accept Conflict of interest clause of BAS ATC?	
30	Do you accept Training clause of BAS ATC?	
31	Do you accept Performance Security clause of BAS ATC?	
32	Do you accept payment clause of BAS ATC?	
33	Do you accept Pre Contract Integrity Pact clause of BAS ATC?	
34	Do you accept Liquidated Damages clause of BAS ATC?	

35	Do you accept Force Majeure Clause of BAS ATC?	
36	Do you accept Defect Liability Clause of BAS ATC?	
37	Do you accept Termination of Contract clause of BAS ATC?	
38	Do you accept Franking clause of BAS ATC?	
39	Do you accept Denial clause of BAS ATC?	
40	Do you accept Provisions for Debarment of supplier's clause of BAS ATC?	
41	Do you accept Subletting and Assignment clause of BAS ATC?	
42	Do you accept Purchaser's Right clause of BAS ATC?	
43	Do you accept the restriction if cartel formation clause of BAS ATC?	
44	Do you accept Patent and other property rights clause of BAS ATC?	
45	Do you accept Consignee right of rejection clause of BAS ATC?	
46	Do you accept all terms & conditions of ATC of GeM bid?	
47	"Average Annual Turnover Certificate, Past Experience & Past Performance" issued by CA duly mentioning UDIN for minimum Average Annual Turnover of the Bidder/OEM for last 3 year is submitted or not?	
48	Undertaking for acceptance that the spares of Excavator cum Backhoe Loader will be provided for 5 years as per bid conditions mentioned in Buyer Added Specific ATC at Sl. No. 11(i) is submitted or not?	
49	Acceptance of undertaking for after sale support at all consignee location mentioned in Buyer Added Specific ATC at Sl. No. 11(ii) is submitted or not?	
50	Copies of relevant Contracts / Supply Orders/ A/T of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 5(a) are submitted or not?	
51	Copies of Proof of execution of supply / Contract i.e. CRAC / Tax Invoice (price may be hidden) etc of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 5(d) are submitted or not?	
52	"Make in India (MII) Certificate" duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" as per bid terms mentioned in Buyer Added Specific ATC at Sl. No. 19 / Appendix-"C" is submitted or not.	
53	"Land border Sharing Declaration" as per Appendix-"D" is submitted or not?	
54	"Pre Contract Integrity Pact" as per Appendix-"E" is submitted or not?	
55	"Conflict of interest" as per Appendix-"F" is submitted or not?	
56	"Check List And Acceptance" as per Appendix-'G' is checked & submitted or not?	

57	<p>Firm's Declaration / undertaking that.....</p> <p>i) I/We/Firm have/has not submitted any false/forged/ manipulated/misleading document in the instant TE or in any TE in the last three years.</p> <p>ii) Central/State Government Organization/PSU/ Public Listed Company has not found firm's documents to be fake / misleading in the last three years.</p> <p>iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings.</p> <p>iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years.</p> <p>v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years.</p> <p>vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by SSB, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.</p>	
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Note:- All Column must be filled & paging be done in chronological order in respect of the above check list.

(Signature of the Authorized Bidder, with Official Seal)

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid

template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---