



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6137144 Dated/दिनांक : 12-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय 03-05-2025 18:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-05-2025 18:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence	
Department Name/विभाग का नाम	Department Of Military Affairs	
Organisation Name/संगठन का नाम	Indian Army	
Office Name/कार्यालय का नाम	******	
क्रेता ईमेल/Buyer Email	rawray.750p@gov.in	
Total Quantity/कुल मात्रा	597	
Item Category/मद केटेगरी	Prefabricated gel earthing electrode of pipe in pipe technology. , GI pipe 100 mm dia medium grade as per IS specification 1239 part I 1990 ISI marked length 2 mtr , Back fill compound Back fill compound , MS earth pit cover of size 30 cm x 30 cm with handle , Aluminium strip 25 x3 mm x 9m , Iron spikes 16 inch long complete as directed and specified by buyer , GI Strip 32 x 6mm of length 3m , GI Nipple 20 mm dia and 10 cm long IS 1879 , GI Reducer socket 40 x20mm ISI marked , Lightning air terminal A copper tube 150 cm long x 25 mm dia with five copper prongs of length 15cm each fixed to copper ball of dia 50mm and 4mm thick , MS clamp 25 x 3mm with nut and bolt complete , GI wire 12 gauge conforming to IS 2062 1991 , Earth Augur One per five LC , PVC Pipe 3m long 6 Inch dia , User manual User manual , Tester set Meger for carrying out serviceability check along with manual one per five LC , GI Pipe medium grade of 40mm dia 6 mtr long and one equal socket of 40mm dia welded with MS plate , Natural sand confirming to IS 383 1997 Specifications for coarse and fine aggregates. , Aggregate 20mm. Stone Aggregate to be crushed rock or gravel 20mm graded , GI pipe 40 mm bore 2M long as per IS 1239 , 50 mm bore GI Pipe sleeve , Crystaline Conductive Mixture CCM	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LIGHTENING CONDUCTOR	

Bid Details/बिड विवरण		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Paper Covered Rectangular Copper Conductor, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cable with Rigid Conductor (V2) as per IS 694, Assembly Of Tubular Lug & Flexible Copper Conductor (BHEL), Busbar Hardware fitting for ACSR Zebra / Panther Conductor (PSPCL), PVC Insulated Unsheathed Cable with Flexible Conductor as per IS 694, PVC Insulated Cables, Unsheathed with Rigid Conductor (V2) as per IS 694, PVC Insulated Copper Cable Single and Multi - Core Circular Sheathed Cable with Flexible Conductor (V2) as per IS 694, Battery Chargers (for Transreceivers) (V2), PVC Copper Cable Multi Core Circular Sheathed Cables with Flexible Conductor as per IS 694, PVC Copper Cable Single Core and Multi Core Circular Sheathed Cord with Flexible Conductor (V2) as per IS 694	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Steel Tubes	
BOQ Title/बीओक्यू शीर्षक	LIGHTENING CONDUCTOR	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	1 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Past Performance/विगत प्रदर्शन	70 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Back fill compound	

Bid Details/बिंड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	101785
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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 :

COMMANDING OFFICER

14 Engineer Regiment, Department of Military Affairs, Indian Army, Ministry of Defence (A A Moroney)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No	
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Reserved for MSE

- 17			1
	Reserved for MSE	Yes	

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /

Cost Accountant indicating 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.

- 2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 5. 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.
- 6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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.
- 7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Prefabricated Gel Earthing Electrode Of Pipe In Pipe Technology.

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	*****	*******Baramulla	10	60

GI Pipe 100 Mm Dia Medium Grade As Per IS Specification 1239 Part I 1990 ISI Marked Length 2 Mtr

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	*******Baramulla	10	60

Back Fill Compound Back Fill Compound

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	250	60

MS Earth Pit Cover Of Size 30 Cm X 30 Cm With Handle

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	*******Baramulla	10	60

Aluminium Strip 25 X3 Mm X 9m

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1	*****	*******Baramulla	10	60

Iron Spikes 16 Inch Long Complete As Directed And Specified By Buyer

Technical Specifications/तकनीकी विशिष्टियाँ

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	30	60

GI Strip 32 X 6mm Of Length 3m

Technical Specifications/तकनीकी विशिष्टियाँ

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

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	*****	*******Baramulla	10	60

GI Nipple 20 Mm Dia And 10 Cm Long IS 1879

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	******Baramulla	10	60

GI Reducer Socket 40 X20mm ISI Marked

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1	*****	*******Baramulla	10	60

Lightning Air Terminal A Copper Tube 150 Cm Long X 25 Mm Dia With Five Copper Prongs Of Length 15cm Each Fixed To Copper Ball Of Dia 50mm And 4mm Thick

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	******Baramulla	10	60

MS Clamp 25 X 3mm With Nut And Bolt Complete

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1	*****	*******Baramulla	100	60

GI Wire 12 Gauge Conforming To IS 2062 1991

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1	*****	*******Baramulla	30	60

Earth Augur One Per Five LC

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	*******Baramulla	2	60

PVC Pipe 3m Long 6 Inch Dia

Technical Specifications/तकनीकी विशिष्टियाँ

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	10	60

User Manual User Manual

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	*******Baramulla	10	60

Tester Set Meger For Carrying Out Serviceability Check Along With Manual One Per Five LC

Technical Specifications/तकनीकी विशिष्टियाँ

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	2	60

GI Pipe Medium Grade Of 40mm Dia 6 Mtr Long And One Equal Socket Of 40mm Dia Welded With MS Plate

Technical Specifications/तकनीकी विशिष्टियाँ

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1	*****	*******Baramulla	10	60

Natural Sand Confirming To IS 383 1997 Specifications For Coarse And Fine Aggregates.

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	5	60

Aggregate 20mm. Stone Aggregate To Be Crushed Rock Or Gravel 20mm Graded

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1	*****	*******Baramulla	3	60

GI Pipe 40 Mm Bore 2M Long As Per IS 1239

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	10	60

50 Mm Bore GI Pipe Sleeve

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	20	60

Crystaline Conductive Mixture CCM

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*******Baramulla	35	60

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

1. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Uri

Naugam

Rampur

Baramulla

.

3. 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.

4. 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 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. 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 %.

6. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

7. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. Generic

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

9. Generic

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

1. I M/s.

M/s

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

10. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times 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.

11. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

12. Generic

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

5

Shelf Life. On the date of supply, minimum

5

usable shelf life should be available / balance.

13. 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.

14. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

15. 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.

16. **OEM**

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

17. Inspection

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

18. Sample Clause

After award of contract - Successful Bidder shall have to get advance sample approved from buyer before

bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

5

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

19. Forms of EMD and PBG

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

Commanding Officer 14 Engineer Regiment C/o 56 APO payable at

Commanding Officer 14 Engineer Regiment C/o 56 APO

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

20. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Commanding Officer 14 Engineer Regiment C/o 56 APO

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

21. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Commanding Officer 14 Engineer Regiment C/o 56 APO payable at

Commanding Officer 14 Engineer Regiment C/o 56 APO

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

22. Forms of EMD and PBG

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

Commanding Officer 14 Engineer Regiment C/o 56 APO payable at

Commanding Officer 14 Engineer Regiment C/o 56 APO

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

23. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Commanding Officer 14 Engineer Regiment C/o 56 APO

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

24. Financial Criteria

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

25. Scope of Supply

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

26. 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.

27. Certificates

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

28. Certificates

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

29. Certificates

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

30. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

31. Turnover

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

32. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of

delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

33. 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.

34. 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-imberse the cost of such service / rectification to the Buyer.

35. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

36. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

37. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 30% of total value.

38. Ration Item ATCs

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

39. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Vehicle which will be dispatched for delivery of stores should be report to Pattan, Baramulla PIN-193121 for collection of necessary Convey Note and further dispatch to respective locations.
- 2. Stores will be delivered with FOR (Freight on Receipt) at Uri, Naugam, Rampur, Baramulla & Pat tan onwards within 50 Kms of FOR, with rates inclusive of packing, forwarding and freight charges.
- 3. The stores after inspection and acceptance by the inspecting officer shall be dispatched to the c onsignee FOR (Freight on Receipt)within 50 Kms of Uri, Naugam, Rampur, Baramulla & Pattan. The forward ing andpacking charges will be borne by the supplier.
- 4. All the components of the stores should be transported to site only by road.
- 5. The main components of the stores shall be secured / packed properly in suitable bundles to avoid any distortion or damage during transportation by road.
- 6. All the Electrical and plumbing items supplied to be compatible with each other i.e all the items hould be same make & OEM.
- 7. Location wise distribution will be handed over to L1 bidder post award of Contract order.

Additional Special Terms and Conditions

- 1. Bidder to provide delivery of the material at location mentioned in Bid within the delivery period . Locations are subject to minor changes and bidder shall hold no claim with respect to the same.
- 2. The bidder to provide the independent test certificate and manufacture test certificate of the str uctural members and manufacturer test certificate of the non-structural items of each lot supplied conform ing to relevant IS/ BIS spec as per tech spec.
- 3. Bidder to provide one sample of each item for approval of buyer. The materiel (in partial or whol e) is liable to be rejected if not found conforming to requisite quality and specs.
- 4. Liquidated Damages. If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% value of balance of store to be supplied per week or part of the week of delayed period as pre-estimated damagesn ot exceeding 10% of the contract value without any controversy/dispute of any sort what soever.
- 5. Bidder shall provide warranty against manufacturing defects for a period of 24 months from the date of supply.
- 6. Bidder should submit bank's solvency certificate from bank with 100% of bid value.
- 7. Bidder should have experience of successful supply of stores/ material of similar nature within t he area of 1500 sqm km to any Govt / Army establishment in the past 36 months & upload documentary e vidence of the same.
- 8. In case of any ambiguity with regard to technical specification/ terms/ condition/ drawing etc, bu yer's decision will be final and binding.

- 9. Each and every item mentioned in the TS should adhere to latest ISI / BIS specification.
- 10. Any details with are left out in design/drawings, will be assume as per sound and good engine ering practice with consultation to this office.
- 11. The seller shall provide without any extra charge, all materials, tools, labour and assistance of every ki nd which will be required for the purpose of installation, testing, commissioning (as applicable) foracs, gey ser, water boiler, Inverter at his own expense.
- 12. Terms of Delivery. All the Goods or Services in the GeM shall be offered on Free Delivery at Sit e basis including loading/unloading. In respect of items requiring installation, commissioning and other ser vices in 60 / 63the scope of supply (as indicated in respective product category specification / STC / ATC), t he cost of the same shall also be included in the offer price.
- 13. Delivery Period. Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto s hall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).
- 14. Force Majeure Conditions. If at any time during the continuance of the Contract, the performan ce in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, guarantine restrictions, strikes, lockouts any natural calamity or act of God provided notic
- e of happening of such event duly evidenced with documents is given by one party to the other wi thin 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entit led to terminate the Contract nor shall either party have any claim for damages against the other in respec t of suchnon-performance or the delay in performance, and deliveries under the contract shall be resumed as soonas practicable after such event has come to an end or ceased to exist, and the decision of the Buye r 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 of any obligation under this contract is prevented or delayed by re ason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion the reof asthe Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.
- 15. Extension of Delivery Period and Liquidated Damages: Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:-
- (a) The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned above and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- (b) For other cases, provided the price trend is not lower, the Delivery Period may be suitably exte nded for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the sup ply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be reco vered from the Seller as mentioned herein after for the extended period. No increase in price on any groun d after the original/re-fixed delivery date shall be admissible during such extended period(s). Never the les s the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST takingpl ace during extended delivery period.
- 16. ARBITRATION: In the event of any question, dispute or difference arising under the terms and condition s of the contract placed through GeM, the same shall be referred to the sole arbitration by anofficer nomin ated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed view son all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Primary Buyer to appoint another arbitrator in place of the

e outgoing arbitrator in the manner aforesaid. In respect of all contract placed through GeM, the dispute w ould not be referred or entertained by Micro and Small Enterprise Facilitation Council, Consumer Forum or any other adjudication forum. All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where Contract was issued is situated GeM SPV would not be a party to any such dispute/matter.

- 17. Termination for Default: If the Seller does not perform its obligations within the Delivery Period /Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or refixeddelivery date or period stipulated in the Contract. Such cancellation of contract on account of no n-performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.
- 18. Payment schedule. The payment will be made on basis of receipt of the store as per specificati on aftergeneration of the CRAC.
- 19. The buyer reserve the right inspect the store and get them rectify by seller within specifiedur ation as mutually agreed to in contract. The seller shall rectify the same within 15 days of receiving the intimation.
- 20. Bidders are compliance all the bid documents as per bid condition.
- 21. The bidder shall submit past performance certificate for similar nature of item in last 3 year in any Govt agency duly signed by buyer. The certificate should also mentioned that vendor has not defaulte

Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.

- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---