



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6207921 Dated/दिनांक : 22-05-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 12:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	29-05-2025 12:30:00			
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			
क्रेता ईमेल/Buyer Email	ravi.k1409@ssb.gov.in			
Total Quantity/कुल मात्रा	17			
Item Category/मद केटेगरी	Fabricated Special Purpose Vehicle on Truck/Van (Q3)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	254 Lakh (s)			
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	508 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			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes			

Bid Details/बिड विवरण			
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/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	के 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		
Quality Assurance Plan document	<u>1746605081.pdf</u>		
Estimated Bid Value/अनुमानित बिड मूल्य	50863218		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2543160

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	42
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- (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 है। 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

#### MSE Purchase Preference/एमएसई खरीद वरीयता

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MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be 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. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

# 11. 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 predispatch/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.

- 12. 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	
27-05-2025 11:00:00	Provisioning Dte, FHQ, SSB, East Block-V, Sector-1, R.K. Puram, New Delhi-110066.	

### Fabricated Special Purpose Vehicle On Truck/Van (17 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

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic Parameters	Application of Vehicle	Dog Squad Van	
	Supply of Base Vehicle	In the scope of seller (Base vehicle supplied by the seller)	
Base Vehicle	Type of Fuel	Diesel	
Parameters	Vehicle Emission Compliance	BS VI	
Certification & Warranty Parameters	Agreed to provide equipment as specified in the bid with applicable OEM Warranty	Yes	

# Additional Specification Parameters - Fabricated Special Purpose Vehicle On Truck/Van ( 17 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Bid is Governed by	As per MHA approved QRs/TDs of Dog Van BSF vide order No. 63013/31/2019/Mod-I/ BSF/3054-57 dated 14/09/2022.

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

## 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	Deepak Kumar Rajeshwari	263601,O/O The DIG, SHQ SSB Almora	2	120
2	Khagen Kherkatary	781354,O/o The DIG, SHQ SSB Rangia, P.O Rangia	3	120
3	GANESH DASS	273007,O/o the Dy. Inspector General Sector Hqrs SSB Gorakhpur	1	120
4	Harimendra Kumar Dubey	735121,SHQ SSB Jalpaiguri Panga	1	120
5	Narayan Singh Yadav	190005,O/O The DIG, SHQ Spl. OPS, SSB Srinagar	1	120
6	Girdhar Dan	842004,O/O The DIG, SHQ SSB Muzaffarpur, Rasulpur Saidpur Wajid, Near SKMC & Hospital, Uma Nagar	2	120

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
7	Siva Raj P	743221,63rd Bn SSB Barasat p/o.Sadhanpur p/s.Amdanga	1	120
8	Bhupinder Singh Verma	262701,0/o the Dy. Inspector General , Sector Hqrs SSB Lakhimpur Kheri	2	120
9	Vinod Kumar	734012,Shq SSB Ranidanga	1	120
10	Dharmender Singh	845455,O/O The DIG, SHQ SSB Bettiah, PO- Narkatiaganj	1	120
11	Virendra Singh Mehra	782402,0/o the Commandant , 1st Bn SSB Sonapur, PO , Sonapur , Distt -Kamrup Metro, Assam, Pin No. 782402	1	120
12	Jitendra Kumar Tripathi	783380,0/o the Dy. Inspector General Sector Hqrs SSB, Bongaigaon	1	120

# Special terms and conditions-Version:1 effective from 11-03-2025 for category Fabricated Special Purpose Vehicle on Truck/Van

#### 1. Special Terms and Conditions for Fabricated Special Purpose Vehicle on Truck/Van

#### Note for Buyers:

- 1. This category is designated for the procurement of vehicles fabricated on truck or van chassis. Buyers must select the specific application from the available options under the "Application of Vehicle" parameter.
- 2. The category is "BID ONLY" and procurement will occur exclusively through the bidding process.
- 3. Buyers must specify in the bid whether the base vehicle will be provided by them or the seller.
- 4. If the base vehicle is provided by the buyer, details such as vehicle category, chassis type, fuel type, axle configuration, and other relevant specifications must be included in the bid.
- 5. Buyers must also provide comprehensive details on fabrication, equipment, and accessories as part of the bid.

#### Note for Sellers:

- For listing a catalog on GeM, the seller can provide an average reference price depending on the selections made. As the category is bid-only, the seller can submit their offer price while participating in the bid, based on the scope of work provided by the buyer.
- The seller may upload a reference image for the type of vehicle selected under "Application of Vehicle" parameter.

# 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 (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.

### 2. 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)

#### 3. Service & Support

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

#### 4. Service & Support

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

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ATC of Dog Van**

(1) Repeat Order and Tolerance Clause will be applicable on this bid.

#### (2) 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 Trial Directives uploaded with t his bid. The decision of the PDI board to reject/accept the store will be final and binding on the seller.
- (ii) Dispatch and safe transportation of the store shall be the responsibility of the supplier. On re ceipt of the store at consignee location, decision of Consignee's regarding rejection / acceptan ce of the store shall be final and binding on the seller.
- (iii) Inspection charges shall be borne by the supplier.
- (3) Past Performance: -This criterion will be exempted for Startup firms.
- (4) <u>Compliance Statement required as per QRs/TDs of Dog Van BSF vide order No.</u> 63013/31/2019/Mod-I/ BSF/3054-57 dated 14/09/2022.

SI. No.	Specificatio	Parameter	Trial Procedure sug gested for Board of		
Α	n Base Vehicle		Officers	tea / Desirea	ed
			<u>-</u>		

	Application  a)  b)  c) d) e) f)	The Dog Van would cate r for the smooth transp ortation of dogs from on e location to other. Besi des, the following essen tial facilities to cater for emergencies and evacu ation of dogs are requir ed.  Operation / examinatio n tables-2' width x 4' le ngth folding to be fixed with the wall of vehicle with clamp. First aid Box - 3' x 2' wi th two compartments fixed on the side wall of vehicle. Hooks -2 for I/V fluid. Small freeze. Removable Stretcher. Washbasin with water s torage cabinet. Electric Switches-4 with sockets. Dustbin with peddle.	physically employed in the transportation of 04 dogs along with handlers up to a distance as deemed fit by t	s per the requi rement menti oned in the Q	
2.	Engine		ked by BOO and firm has to submit national / international accredi	e as specified in the parame ter.	
3.	Power		To be physically chec ked by BOO and firm has to submit national / international accredited lab certificate in respect of the same. If no such lab available in India then, firm has to submit any Indian Govt. Lab/OEM certific ate in respect of the same.	e as specified in the parame	
4.	Transmission	Manually operated, mini mum 4 forward 1 reserv e, with 4WD,(Synchrom esh on forward and con stant mesh on reverse gear) Or better.	The Vehicle shall be d riven in all the gear in		

5.	Suspension	Semi Elliptic leaf spring with double acting shock absorbers or both (Tobe defined by the user) or better.	ked by BOO and firm has to submit national	ust be as spec ified in the par ameter.	
6.	Clutch	Single dry plate hydraul ically or pneumatically operated or better.	To be physically chec	e as specified in the parame ter.	
7.	Wheels	Front Wheel-2 and Rear-2 (Minimum) with one Spare Wheel.	The BOO has to physi cally check.	Wheels must be as specifie d in the para meter.	
8.	Brakes	Service- Hydraulic/pneu matic/vacuum operated , Or better. Parking brak e should be compatible with service brake.	applied physically on moving vehicle. The p	e specified in the parameter	
9.	Minimum gro und clearance	230 mm	The ground clearance shall be measured physically.		
10.	Electrical syst em	12/24 Volts	To be physically by B OO and firm has to su bmit national/internati onal accredited lab ce rtificate in respect of the same. If no such I ab available in India then, firm has to subm it any Indian Govt. La b/OEM certificate in respect of the same.	em must be a s specified in t he parameter.	
11.	Gradient	Not less than 20 degree			

12			ked by BOO and firm	e as specified in the parame ter.	
13.	Side slope ca pability		To be checked physic ally by the BOO and the vehicle shall be driven on a side slop of 15 degree.	ability must b e as specified	
14.	Steering syst em			m must be as specified in th	
15.		Full forward or semi for ward or tilted or integr ated (To be defined by the user department at the time of indent). Provision of cabin light should be provided	ked by the BOO.	Cabin must be as specified in the parameter	
16.		Vehicle should be provi ded with all gauges for various lights, oils, tem perature etc.	uges in the driver's ca	panel must be as specified in	
17.			rs should be checked physically.	e as specified in the parame ter.	
18.	icle	The length of vehicle sh ould not be more than 1 9 feet.		Length of vehi cle must be as specified in th e parameter.	
В	REAR BODY				

1	application  1.  2.  3. 4. 5. 6. 7.	The Dog Van would cate r for the smooth transp ortation of dogs from on e location to other. Besi des, the following essen tial facilities to cater for emergencies and evacu ation of dogs are required.  Operation/ examination table-2 width x 4' len gth folding to be fixed with the wall of vehicle with clamp.  First aid Box -3 x 2' with two compartments fixed on the side wall of vehicle.  Hooks-2 for I/V fluid.  Small freeze Removable Stretcher Washbasin with water storage cabinet.  Electric Switches-4 with sockets.	physically employed in the transportation of 04 dogs along with handlers upto a distance as deemed fit by the BOO. Other parameter mentioned from (a) to (h) be checked physically by the BOO.	s per the requi rement menti oned in the Q Rs.	
2.	8.	Dustbin with peddle. The rear body of the veh	icle should be provided	l for the followi	
	atures.	ng:-	icie silodia de provided	i for the followi	
	a)Air Conditio	The vehicle should be ai	To be checked physic	Air conditioner	
	ning	r conditioned. The air co ndition shall be capable		must be as sp ecified in the	
		of maintaining tempera ture ranging between 2		parameter.	
		1 to 25 degrees in side.			
	b)Captivation	The vehicle should have			
		provision for captivation			
		of dogs.	els.	ified in the par ameter.	
	c) Body.	The vehicle should have	To be physically chec		
	,,.	house-type body with pr	ked by BOO and firm	hicle must be	
		oper insulation in walls,			
		roof and floor. The vehi			
		cle shall have two comp artment i.e. driver's cab			
		in and the cabin for the			
		dog and six dog handler			
		s. There should be a cle			
		ar observation between driver's cabin and dog c			
		abin. For better observa			
		tion, large windows ma			
		y be provided in the par			
I	1	tition.			

	The vehicle should have provision for 04 dog ken nels to house 04 dogs. The dimension of each kennel should be of len gth 111 cm x height 81 cm x width 62 cm. Each dog kennel should have separate sliding doors. Wire meshing shall be p rovided on all the sides and roof of the dog ken nels.	hysically in the kennel s. The dimensions sha II also be physically c hecked.	be as specifie d in the para	
e)Seats	There should be seating arrangement for minim um six dog handler in a ddition to driver and codriver. The seats for dog handlers shall be front facing.	ally by the BOO.	Seats must be as specified in the parameter	
f)Wash Basin	A stainless steel wash b asin and a water tank of 25 liters capacity shall b e provided along with pr oper arrangement for dr ainage of water.	ally by the BOO.	Wash basin m ust be as spec ified in the par ameter.	
	Tw o flag doors with folding/detachable ram p & ladder shall be provided for easy alighting of dogs.	ally by the BOO.	Rear doors mu st be as specif ied in the para meter.	
	Closed overhead cabins for keeping medicines/e quipment/feed bags or I uggage of the dog hand lers shall be provided on both sides along the I ength of dog cabin.	ally by the BOO	Overhead cabins must be as specified in the parameter.	
i)Fans	One fan over each dog kennel and 2 fans on ea ch side for dog handlers shall be provided.	ally by the BOO	Fans must be as specified in the parameter .	
j)Lights	Minimum 2 numbers of cabin light inside the do g cabin shall be provide d. It should be able to ill uminate the whole compartment.	ally by the BOO	Lights must be as specified in parameter.	
ure	The body structures sha II be made of steel secti ons and packing with an ti vibration reinforced ru bberized flat section ov er chassis frame.	ally by the BOO.	Body structur e must be as s pecified in the parameter.	

	l)Insulation	-	ked by BOO and firm has to submit national /international accredit	of must be ins ulated with ap propriate mat erial.	
	m)Flooring	·	ked by BOO and firm has to submit national /international accredit ed lab certificate in re	be as specified in the para meter.	
	n)Windows	Two way horizontal full	To be checked physic		
		sliding glass windows s hall be provided on bot	ally by the BOO	be as specifie d in the para	
		h sides for ventilation.		meter.	
	o)Paint	The dog vans shall pain			
		ted in colours as specifi ed by the CAPFs.	ally by the BOO	as specified in the parameter .	
3. Addi	tional user re	-			
a)		eats -06 Nos. to be chang			
b)		vable stretcher to be rem e Dog ramp housing.	loved from the floor an	d to be placed	
c)		st fan 4" Inch to be instal	led for AC cooling insid	e drive cabin fr	
,	om rear.		3		
d)		e shifted from front cabi	n to rear cabin and to	be fitted on co	
- \	mmon wall.	La la constant de la CC			
e) f)		to be replaced with SS. stalled between two cage	es on wall partition		
g)		stalled between two cage	•	ninges	
h)		should be semi recline ty			
i)		dle is to be installed for c			
j)		rials/ Rubberized coating	-	•	
k)	-	rials/ Rubberized coating			
l)		rials /Rubberized coating		ау	
<u>m)</u>		the body of the vehicle be			
n)		all the edges of both the			
0)		ut the edges of ramps as ing of the vehicle as per			
,	heduled inspec		manage need to be u	Sile for flexe se	
p)		on table partition need to	be modified (aluminur	n strip to be re	
q)		ro to be provided to supp	ort Fresh water campe	er	
r)	Hat rack size to	o be modified to avoid he	ad hit of passenger		
s)		oort of the passenger sea		together with	
		f the seating angle for be			
t)	S.	to be provided in rear doo		tor easy ingres	
u)	Assist handle t	o be modified at driver &	co-driver doors		

v)	All light need to be protected by wire mesh cover	
w)	Heating mechanism need to be checked for the vehicle	
x)	Co- driver seat need to be modified as pointed out during previous inspection	
	& need to be at least semi pushback.	

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(5) The following golden parameters of GeM catalogue are inherent and are nowhere mention ed in MHA approved QRs/Specification. Hence, these will not be mandatory for qualification of any bid.

SI. No.	Parameter	Specification
01	Generic Parameters	Supply of Base Vehicle

In case of any ambiguity in the GeM catalogue specifications, then QRs/TDs of MHA will prevail.

- (6) <u>Warrantee</u>: Minimum **03 Years (36 Months) Onsite Warranty** from the date of supply of unit. Ti mely servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller must complete the **required service / rectification within 15 days' time limit**.
- (7) <u>Lab test reports/Certificates</u>: Bidders are required to submit lab test reports/certificates of the s ubject store as per MHA approved QRs/TDs alongwith compliance statement of QRs/TDs. Lab test report should not be older than 05 years from bid opening date.

#### (8) After sale services:

- (i) Firm has to submit an undertaking that after expiry of warranty of 03 years, Firm will **exten d service/maintenance support 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 must also provide **list of spares with price details** which will be required for repair. This is required along with Bid.
- (9) <u>Training</u>: The bidders shall provide free training to the user within two to four week after succes sful delivery of item/ stores to users, for a period of 10 days at the each consignees/user loca tions.

#### (10) Earnest Money Deposit (EMD):

- (i) Earnest Money Deposit (EMD) of Rs. 25,43,160/- (Rupees Twenty Five Lakhs Forty Thr ee Thousand One Hundred Sixty) only is required by non-exempted firms and should be v alid for 225 days from the date of opening of bid.
- (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**, **F orce Hqrs**, **SSB**, **East Block-V**, **Sector-1**, **R**. **K**. **Puram**, **New Delhi-110066** before stipulat ed date/time of opening of bid.
- (iv) Failure to submit EMD will lead to rejection of the bid.
- If exemption from submission of EMD is claimed, valid supporting documents along wit
   h "Bid Security Declaration" as per Appendix- 'B' must be submitted to avoid rejection.
- (vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsucc essful firms shall be returned after finalization of Tender Enquiry.

#### (11) Performance Security:

(i) The final qualified Firm shall have to deposit a **Performance Security Deposit of 5%** of n et contracted Value (total value of the contract) within 28 days of Award of Contract.

- (ii) PSD in the form of Bank Guarantee should be issued in favor of Second-In-Command (DDO), 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 42 month**
- (12) 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 Min istry 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.
- (13) **Pre Contract Integrity Pact:** 
  - (i) Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard pr oforma enclosed as **Appendix-"D"**. 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 do cuments.
  - (ii) Offer of those firms, who have not attached Pre-Contract Integrity Pact duly comp leted and signed properly with their tender document, will be rejected.
- (14) <u>Experience Criteria</u>:- Experience Criteria mentioned at Clause-04/Page-03 of instant bid may be read with following additions.

For fulfilling the experience criteria any one of the following documents may be considered as valid p roof for meeting the experience criteria:-

- a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies agains t 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.
- (15) QRs/Specifications are sacrosanct. No query / representation on QRs/Specification shall be entertain ed.
- (16) No conditional offer will be considered.
- (17) The instant bid is governed by GeM GTC, ATC, Buyer added text based ATC, GFR-2017, M anual for procurement of Goods-2024 (Second Edition) and subsequent guidelines / order s circulated by Govt. of India time to time.
- (18) Firm /Seller has to submit **Appendix "A to E"** and other necessary Documents / Certificates / Ac ceptance / Undertaking along with the bid.

**APPENDIX- "A"** 

#### **DETAILS OF MANUFACTURER**

(to	be su	bmitted	by the	firm	on	the	company	letter	head
-----	-------	---------	--------	------	----	-----	---------	--------	------

1.	GeM Bi	d No.	& D	ate				for t	the su	ıppl	y of	 	
_			<b>~</b> :			_		<b>/ -</b>					

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

3.

A) Office address :-
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		Complete Address	
		City (State)	
		PIN Code	
		Telephone/Mobile No.	
		Email address	
	В)	Location of Manufacturing	g/Factory :-
		Complete Address	
		City (State)	
		PIN code	
		Email address	
ture of I agree being u	the store: ment of tl itilized) ha	s for which you apply for regis he factory of	e the factory of some other firm for the fabrication / manufac tration on lease or other base you should furnish a valid lega (Here indicate the name of the firm whose factory is or the manufacture/fabrication of the stores for which registr
	descripti ory etc.):-		vered accommodation, departments into which it is divided,
		nt and machinery erected and d be supplied if available):-	functioning in each department (Monograms and descriptive
7. Deta ed):-	ils of inve	estment in machinery/equipme	ent of the plant and relevant certificates (If any to be submitt
8. Deta	ils and st	ocks or raw material held (stat	te whether imported or indigenous) against each item:-
9. Prod	uction ca <sub>l</sub>	pacity of each item with the ex	kisting plant and machinery:
	a) Norma	al (monthly manufacturing cap	pacity)
	b) Maxin	num (monthly manufacturing o	capacity)
10. Det	ails of arr	rangements for quality control	of products such as laboratory etc.
	A) Details of Technical/supervisory staff in charge of production and quality control:-		
	B) Skilled	d labouremployed:-	
	C) Unski	lled labouremployed:-	
		num no. of workers (skilled an ne date of application:-	d unskilled) employed on any day during the 18 months pre
o the being	est of my deducte	knowledge and belief. In the	ent made mentioned above are true, complete and correct t event of information being found false or incorrect or ineligibl nder or any stage of the procurement, my candidature will st se forfeited.
		(Signa	ature of the Authorized Bidder, with Official Seal)
		ni.i G	APPENDIX- "B"
		<u> </u>	ecurity Declaration

	be submitted by the firm on the Company Letter Head)
	Date:
To,	
The Director Gener	al,
Sashastra Seema B	al, East Block-V,
Sector-1, R.K. Purar	n,
New Delhi-110066.	
Ref: Bid of	
Sir,	
I/We	, the undersigned, solemnly declare that, we underst onditions of this tender documents, the TE /Bid must be supported by a Bid Sec
uring Declaration in lieu of	onditions of this tender documents, the TE /Bid must be supported by a Bid Sec Bid Security (EMD). I/We unconditionally accept the conditions of this bid securi
ng declaration.	
	all stand automatically suspended/ disqualified from being eligible for bidding i rganization for 2 years from the date of opening of this bid if we breach our obli
gation(s) under the tender	
(a) Withdraw/ modify/ amer	nd/ 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: -
	sign / execute the contract.  Fail to produce the original documents for scrutiny or the required performance
	stipulated time under the conditions of the tender document.
I/We understand that this B	id-Securing Declaration shall expire if the contract is not awarded to us, upon:
1) The receipt by us of your r of the name of the succes	notification of cancellation of the entire tender process or rejection of all bids o sful 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)

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) Part-(4) Vol-II dated 19/07/2024]

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

Tender/Bid No Dated
Name of Item / Store::
Sub: <u>Declaration of Minimum Local Content</u> .
I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s
The details of the location(s) (Factory / Manufacturing Plant Address) at which the local value a ddition is made, is (are) as follows:-
(iii)
2
(Signature of the Authorized Bidder, with Official Seal)
APPENDIX- "D"
PRE-CONTRACT INTEGRITY PACT
PRE-CONTRACT INTEGRITY PACT  GENERAL
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the m onth of2025 between, on one hand, the President of India acting through Shri Rahul Khasa, Dy. Commandant (M&E), 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 as
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the m onth of2025 between, on one hand, the President of India acting through Shri Rahul Khasa, Dy. Commandant (M&E), 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 as signs) of the Second Part.  WHEREAS the BUYER proposes to procure 17 Nos. Air Conditioned Mobile Dog Van with all Accessories (Ch

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 vi ew to:-

Enabling the BUYER to obtain the desired said 17 Nos. Air Conditioned Mobile Dog Van with all Accessories (Chassis + Fabrication) at a competitive price 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, w ill 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 exchan ge for an advantage in the bidding process, bid evaluation, contracting or implementation process r elated to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDER s 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 facts found to be correct by the BUYER. necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding s 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, un means a nd illegal activities during any stage of its bid or during any pre-contract or post-contracts stage in or der to secure the contract or in furtherance to secure it and in particular commit itself to the followin g:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward fa vour, any material or immaterial benefit or other advantage, commission, fees, brokerage or induce ment 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 indirect ly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage. c ommission, 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 c ontract or any other contract with the Government for showing or forbearing to show favour or disfa vour 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.
- 34 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermedia ry, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture r/integrator/authorized government sponsored export entity of the defense stores and has not engag ed any individual or firm or company whether Indian or foreign to intereede, 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 an y such individual, firm or company in respect of any such intercession, facilitation or recommendatio n.
- 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 o f 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 ill egal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to oth ers. any information provided by the BUYER as part of the business relationship, regarding plans, tec hnical 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 divulge d.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner with out 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 m entioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either d irectly 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 be fore signing of this integrity Pact, with any other company in any country in respect of any corrupt p ractices envisaged hereunder or with any Public Sector Enterprise in India or any Government Depar tment 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 f rom 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 Pr e 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 conclus ive 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 Perf ormance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applica

ble 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 beha If (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyon 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(5) 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 BIDDE  $\sf R$
- (iv) To recover all sums already paid by the BUYER. and in case of an Indian BIDDER with interest thereo n at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDD ER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstan ding payment is due to the BIDDER from the BUYER in connection with any other contract for any ot her stores, such outstanding payment could also be utilized to recover the aforesaid sum and interes t.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BI DDER 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 compensatio n 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 discussion 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 t he 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 committ ed 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 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsyste ms 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 sub systems 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/ 1 690 dated 01/05/2025 Appointment of Independent External Monitor for overseeing and implementa tion of Pre Contract Integrity Pact in this bid and IEM Address:

Shri Ashwani Kumar, Ex CMD, Dena Bank,

Flant No. 101, 1st Floor, Plot No. F.P.No 81,

Ruby Bandra West, Ruby CHSL, 29<sup>th</sup> 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 exte nt 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 th eir functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the p roject/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 docu mentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monit or, 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 con tractual 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 relate d 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 Depar tment/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 fact or payment of commission, the BUY ER 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 f ollow in accordance with the provisions of the extant law in force relating to any civil or criminal proc eedings.

- 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 co mplete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller. includi ng warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expir e atter 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 r emain 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 P CIP 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 ease 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
BUYE	ER	BIDDER
	e of the Officer. Designation artment/Ministry.	
Witne 1	ess 1	Witness
2	2	

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

**APPENDIX- "E"** 

## **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)

	(Freuse Witte Fes of Ho in appropriate sox and in the driswer correctly)				
SI. N o.	Details	Write Yes/No (alongwith Pag e No.)			
01	Whether Firm is <b>MSE</b>				
	(i) If Yes, Udyam Certificate is uploaded against "MSE category" und er buyer required docs column or not?				
	(Note:- If not uploaded against "MSE Category", GeM may not give "P urchase 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 st ore (s).				
	(i) If yes, Details of Manufacturer as <b>Appendix-"A"</b> is submitted or n ot.				
03	Whether Firm is Authorized Re-seller.				
	(i) If yes, Authorization Certificate with Guarantee /warranty cover iss ued 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 no ${\sf t}.$				
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 Dec laration Certificate as per <b>Appendix-"B"</b> or not.				
06	Have you read the entire terms and conditions of the tender docume nts 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 <b>Buyer Added Bid Specific Terms</b> & Conditions (BASTC)?				
08	Do you accept Scope of Supply Clause of BASTC?				

09	Do you accept Service & Support Clause of BASTC?	
10	Do you accept Repeat Order & Tolerance clause of <b>Buyer Added Sp</b> ecific Additional Terms & Conditions (BAS ATC)?	
11	Do you accept Inspection clause of BAS ATC?	
12	Do you accept Past Performance clause of BAS ATC?	
13	Do you accept Compliance statement clause of BAS ATC?	
14	Do you accept Golden parameters of GeM Catalogue clause of BAS A TC?	
15	Do you accept Warranty clause of BAS ATC?	
16	Do you accept Lab test report/Certificates clause of BAS ATC?	
17	Do you accept After Sales Services clause of BAS ATC?	
18	Do you accept Training clause of BAS ATC?	
19	Do you accept EMD clause of BAS ATC?	
21	Do you accept Performance Security clause of BAS ATC?	
22	"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 SI. No. 16 / Appendix-"C" is submitted or not.	
23	Do you accept Pre Contract Integrity Pact clause of BAS ATC?	
24	Do you accept Experience Criteria clause of BAS ATC?	
25	Do you accept all terms & conditions of ATC of GeM bid?	
26	"Average Annual Turnover Certificate, Past Experience & Past Perfor mance" issued by CA duly mentioning UDIN for minimum Average An nual Turnover of the Bidder/OEM for last 3 year is submitted or not?	
27	An Undertaking that after expiry of warranty of 03 years, they will ex tend service/maintenance support and spares for repairs of the equip ment for next 05 years on reasonable charges as per bid conditions is submitted or not?	
28	"List of spares" which will be required for repair with price details is s ubmitted or not?	
29	Copies of relevant Contracts / Supply Orders/ A/T of same or similar c ategory i.e. as per bid terms mentioned in Buyer Added Specific ATC	
30	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	
31	"Pre Contract Integrity Pact" as per <b>Appendix-'D'</b> is checked & sub	
	mitted or not?	

33	<ul> <li>i) I/We/Firm have/has not submitted any false/forged/ manipulat ed/misleading document in the instant TE or in any TE in the last three years.</li> <li>ii) Central/State Government Organization/PSU/ Public Listed Co mpany has not found firm's documents to be fake / misleading in the last three years.</li> <li>iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings.</li> <li>iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years.</li> <li>v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years.</li> <li>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.</li> </ul>		
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Note:- All Column must be filled & paging be done in chronological order in respect of the  $\,$  che  $\,$  ck 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 <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.
- 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---