

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	knd-oscc@nic.in
Total Quantity/कुल मात्रा	10931
Item Category/मद केटेगरी	G2 9515 000715 STEEL PLATE CARBON 5000 X 1000 000033 STEEL ANGLES 35 X 35 X 5 MM , G2 9510 C ALLOY HOT ROLLED FLAT 25 X 6 MM , G2 9510 001 ROLLED ROUND 40 MM , G2 9510 000037 STEEL BA ROUND 90 MM , G2 9515 000130 STEEL PLATE CARBON 000713 STEEL SHEET CARBON HOT ROLLED 4000 X 000165 COPPER SHEET 1250 X 630 X 1 MM , G2 95 SHEET 1250 X 630 X 2 MM , G2 9525 000068 WIRE GENERAL PURPOSE , G2 3439 000144 ELECTRODE STEEL 5 MM , G2 9530 000128 ALUMINIUM BAR RO 000057 WIRE STEEL SPRING SOFT 4 MM , F1 5120 C WATCHMAKERS JAR GLASS
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	G2 /9515 000715 STEEL PLATE CARBON 5000 X 1000 000033 STEEL ANGLES 35 X 35 X 5 MM, G2 /9510 C HOT ROLLED FLAT 25 X 6 MM, G2 /9510 001485 ST ROUND 40 MM, G2 /9510 000037 STEEL BAR CARBON 90 MM, G2 /9515 000130 STEEL PLATE CARBON 25 STEEL SHEET CARBON HOT ROLLED 4000 X 1000 X COPPER SHEET 1250 X 630 X 1 MM, G2/ 9535 0001 X 630 X 2 MM, G2/ 9525 000068 WIRE COPPER SOF PURPOSE, G2 /3439 000144 ELECTRODE HIGH NICK G2/ 9530 000128 ALUMINIUM BAR ROUND 40 MM
	Searched String: G2 /9515 000715 STEEL PLATE CARBON 5000 X 1000 X 5 MM Sofa Set (Steel Tube) Searched String: G2 /9520-000033 STEEL ANGLES 35 X 35 X 5 MM Sofa Set (Steel Tube), Compostable Carry Bags, X-r

Bid Details/As per	Rolled Round Steel Bars as per IS 1732, Picket Steel Mechanically Woven, Double - Twisted, Hexagonal 'Revet Mattresses and Rock Fall Netting as per IS 16 Compression Plates (V2), Theft Proof Rifle Racks, Cotton Bags, Cotton Cloth Bag for Seed Packing - Capacity
<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: G2 /9510 000305 STEEL BAR AL 25 X 6 MM</p>
	<p>Mild Steel Sheet, Hot Rolled Round Steel Bars as per Steel Flats as per IS 1730</p>
	<p>Searched String: G2 /9510 001485 STEEL BAR AL MM</p>
	<p>Hot Rolled Round Steel Bars as per IS 1732</p>
	<p>Searched String: G2 /9510 000037 STEEL BAR CA ROUND 90 MM</p>
	<p>Hot Rolled Round Steel Bars as per IS 1732, Mild Steel per IS 1079</p>
	<p>Searched String: G2 /9515 000130 STEEL PLATE</p>
	<p>Mild Steel Sheet, Sofa Set (Steel Tube), Steel Plates General Engineering Purposes (V2), General Purpose 4003, IS 1570, IS 14329, General Purpose Ball Valve</p>
	<p>Searched String: G2 /9515 000713 STEEL SHEET 4000 X 1000 X 4 MM</p>
	<p>MS Sheet as per IS 1079</p>
	<p>Searched String: G2 /9535 000165 COPPER SHEET</p>
	<p>Portable Toilet, Mild Steel Sheet, Handloom Cotton 745, Mechanically Woven, Double - Twisted, Hexagonal Revet Mattresses and Rock Fall Netting as per IS 16 asbestos fibre jointing sheet, Compostable Nursery Hypodermic Needles for Single use (V2), Compressed sheet, Scalp Vein Infusion Set, The Indian National</p>
	<p>Searched String: G2/ 9535 000168 COPPER SHEET</p>
	<p>Sofa Set (Steel Tube), Mild Steel Sheet, Bunk Beds, Toilet, Compostable Nursery Bags, Computer Paper 12766, Mechanically Woven, Double - Twisted, Hexagonal Gabions, Revet Mattresses and Rock Fall Netting as compressed asbestos fibre jointing sheet, Sterile Hypodermic Single use (V2), Theft Proof Rifle Racks</p>
	<p>Searched String: G2/ 9525 000068 WIRE COPPER PURPOSE</p>
	<p>Brass Wire For General Engineering Purpose-IS:441 General Engineering Purpose as per IS 280, Steel Wire Engineering Purpose (V2) Conforming to IS 2266, Pipe 2016, Solid Drawn Copper Tubes for General Engineering Medium Density Fiber Boards (MDF Boards) for General</p>
	<p>Searched String: G2 /3439 000144 ELECTRODE HIGH STEEL 5 MM</p>
	<p>Covered Electrodes for Manual Metal Arc Welding of Other Similar High Alloy Steel (V2) conforming to IS Balls as per IS 6079, Mechanically Woven, Double - Mesh Gabions, Revet Mattresses and Rock Fall Netting</p>

	Searched String: G2/ 9530 000128 ALUMINIUM B
Bid Details/बिड विवरण	Hot Rolled Round Steel Bars as per IS 1732, PVC Sii Circular Sheathed Aluminium Cable with Rigid Conc
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> tent arctic camping and outdoor equipment
BOQ Title/बीओक्यू शीर्षक	BOQ 14
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 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	<p>Experience Criteria,Past Performance,Bidder Turno (Requested in ATC),Additional Doc 1 (Requested in (Requested in ATC),Additional Doc 3 (Requested in (Requested in ATC),Compliance of BoQ specification document</p> <p>*In case any bidder is seeking exemption from Expe Criteria, the supporting documents to prove his elig must be uploaded for evaluation by the buyer</p>
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	G2 9515 000715 STEEL PLATE CARBON 5000 X 100
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	5121

Schedule 2 EMD Amount/ईएमडी राशि (In INR)	1058
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	885
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	8899
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	8126
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	4935
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	986
Schedule 8 EMD Amount/ईएमडी राशि (In INR)	706
Schedule 9 EMD Amount/ईएमडी राशि (In INR)	2003
Schedule 10 EMD Amount/ईएमडी राशि (In INR)	2173
Schedule 11 EMD Amount/ईएमडी राशि (In INR)	9453
Schedule 12 EMD Amount/ईएमडी राशि (In INR)	833
Schedule 13 EMD Amount/ईएमडी राशि (In INR)	654
Schedule 14 EMD Amount/ईएमडी राशि (In INR)	1216

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).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for EMD exemption. Traders are excluded from the purview of this Policy. / जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए हि प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इ ग्या है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable. / ईएमडी और संपादन जमानत लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

COD KANPUR

COD KANPUR, Department of Military Affairs, Indian Army, Ministry of Defence
(Commandant Cod Kanpur)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance sheets for the last three financial years or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant periods should be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover 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 of the product offered {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid or relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied during each of the Financial year. In case of bunch bids, the category of primary product having highest value should be considered.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per the Public Procurement (Preference to Make in India) Order, 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier shall be 51% for goods and 30% for services. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM or the local content and the details of locations at which the local value addition is made along with their bid, failing which preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content should 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 if the OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2017. 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 4.6.2020 will not be 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.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated on Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 04.06.2017. 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 or the bidder must be the Service provider. If the bidder is other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. The Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bids. If the bidder and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference / purchase margin as per relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (Selected by Buyer) of 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 available only if the bidder 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 the purpose of shortlisting. It has no relevance or bearing on the selection of bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criterion for the reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonable 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 products to Central / State Govt Organization / PSU for 30% 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 the bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest value should meet this criterion.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of highest to lowest bid value. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of bidders is less than 50.

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 bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sell sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are c 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 such MSE / Make in India seller shall also be allowed to participate in the RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The d combination covered under each schedule are as under:

Evaluation Schedules	Item/Category
Schedule 1	G2 9515 000715 Steel Plate Carbon 5000 X 1000 X 5 Mm
Schedule 2	G2 9520 000033 Steel Angles 35 X 35 X 5 Mm
Schedule 3	G2 9510 000305 Steel Bar Alloy Hot Rolled Flat 25 X 6 Mm
Schedule 4	G2 9510 001485 Steel Bar Alloy Rolled Round 40 Mm
Schedule 5	G2 9510 000037 Steel Bar Carbon Hot Rolled Round 90 Mm
Schedule 6	G2 9515 000130 Steel Plate Carbon 25 Mm
Schedule 7	G2 9515 000713 Steel Sheet Carbon Hot Rolled 4000 X 1000 X 4 Mm
Schedule 8	G2 9535 000165 Copper Sheet 1250 X 630 X 1 Mm
Schedule 9	G2 9535 000168 Copper Sheet 1250 X 630 X 2 Mm
Schedule 10	G2 9525 000068 Wire Copper Soft For General Purpose
Schedule 11	G2 3439 000144 Electrode High Nickle Alloy Steel 5 Mm
Schedule 12	G2 9530 000128 Aluminium Bar Round 40 Mm
Schedule 13	G2 9505 000057 Wire Steel Spring Soft 4 Mm
Schedule 14	F1 5120 000369 Tools Watchmakers Jar Glass

G2 9515 000715 STEEL PLATE CARBON 5000 X 1000 X 5 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	1769	365

G2 9520 00033 STEEL ANGLES 35 X 35 X 5 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	415	365

G2 9510 000305 STEEL BAR ALLOY HOT ROLLED FLAT 25 X 6 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	283	365

G2 9510 001485 STEEL BAR ALLOY ROLLED ROUND 40 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	4000	365

G2 9510 000037 STEEL BAR CARBON HOT ROLLED ROUND 90 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	2283	365

G2 9515 000130 STEEL PLATE CARBON 25 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	1294	365

G2 9515 000713 STEEL SHEET CARBON HOT ROLLED 4000 X 1000 X 4 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	285	365

G2 9535 000165 COPPER SHEET 1250 X 630 X 1 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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	Deliv
1	*****	*****Kanpur Nagar	23	365

G2 9535 000168 COPPER SHEET 1250 X 630 X 2 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	96	365

G2 9525 000068 WIRE COPPER SOFT FOR GENERAL PURPOSE

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	82	365

G2 3439 000144 ELECTRODE HIGH NICKLE ALLOY STEEL 5 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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
1	*****	*****Kanpur Nagar	88	365

G2 9530 000128 ALUMINIUM BAR ROUND 40 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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
1	*****	*****Kanpur Nagar	60	365

G2 9505 000057 WIRE STEEL SPRING SOFT 4 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	94	365

F1 5120 000369 TOOLS WATCHMAKERS JAR GLASS

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	159	365

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

1. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consig carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already th successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be rele submission of documentary evidence of having Functional Service Centre.

2. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency shall be responsible for conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected)

Board of officers

Post Receipt Inspection at consignee site before acceptance of stores:

COD Kanpur

3. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk production of stores. Successful Bidder shall submit

5

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications for the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If the sample is found to have major deviations / not conforming to the Contract specifications, the buyer shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. In such case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is a need for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the contractor. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. If the contractor fails to provide the sample, the contractor is required to submit an advance sample, any expenses incurred by the contractor for the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the contractor. The contractor shall claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

4. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before 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 of receipt of drawings. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is a need for fresh drawings for approval before allowing bulk supplies or may terminate the contract after notifying the contractor. Unless otherwise provided in the contract, all drawings required for test shall be supplied by the contractor free of cost. If the contractor fails to provide the drawings, the contractor is required to submit an advance sample, any expenses incurred by the contractor for the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the contractor. The contractor shall claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

5. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three financial years, should be as indicated in the bid document. Documentary evidence in the form of Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is after the last three financial years, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for the purpose of the criteria.

6. 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

Commandant COD Kanpur

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

7. Forms of EMD and PBG

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

Commandant COD Kanpur

payable at

Commandant COD Kanpur

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

8. **Forms of EMD and PBG**

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

Commandant COD Kanpur
payable at
Commandant COD Kanpur

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

9. **Generic**

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

10. **Generic**

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

11. **Generic**

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

12. **Certificates**

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

13. **Generic**

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

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

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS FOR GEM BID

- (a) **Registered Firms.** The firms which are registered with DGQA / NSIC/ any other Central purchasing authority shall submit scanned copy of proof of registration of the item along with other documents online. (i) **Proof of Exemption.** MSME Certificate mentioning item under procurement under manufacturer category is mandatory requirement and the firms shall furnish under mentioned self-declaration certificate for exemption of EMD/Bid Security.

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bank Deposit of Rs. for the Tender for(Insert Title of the Tender) (Tender No.....), thereby declaring that I/we are not a bankrupt or insolvent and shall not be eligible to participate in the Tenders invited by COD Kanpur, for a period of such Suspension Orders, under the following circumstances:-

- If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity of Documents (including extended validity, if any) or do not accept the correction of the Tender for clerical errors.
 - If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract as specified in the Departmental Tender Document.
- (b) **Unregistered Firms.** For unregistered firm following documents will be required to participate in tender:
- (i) **GSTIN Certificate.** Firm will submit valid GSTIN Certificate issued on the firm's name
 - (ii) **PAN Card & Bank Details** Ensure correct details of PAN Card and Bank Account are submitted
 - (iii) **Past Performance.** Firm will submit past performance proof in the form of Supply Order, CRA inspection notes of Same or Similar nature Item with min 30% quantity (cumulative). The documents should be older than three consecutive years.
 - (iv) **Turnover Details.** Firm will submit certificate obtained from Chartered Accountant giving details of turnover for the preceding last three consecutive years.
 - (v) **Acceptance Certificate.** Firm will upload acceptance certificate duly signed and confirmed by the conditions mentioned above are acceptable to the firm.
2. The firm can contact the concerned AHSP for obtaining relevant design & drawings.
3. **Capacity Verification.** Firm/Firms may be required to undergo Capacity Verification from time to time depending on the nature of item, quantity and financial implication. They will be given maximum 15 days to submit these documents for capacity verification from date of issue of letter from this office. The SO will be placed after capacity verification and a copy of proof of valid registration/Capacity for firms which are already registered with DGQA or any other Competent Authority for the same item to be enclosed with online documents. Regarding submission of documents required in case of firms not successfully verified for capacity assessment during last one year from date of opening of tender, only those documents which have taken place in infrastructure, constitution of the firm and any other documents subsequently needed to be submitted.
4. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the bidder may be asked to clarify, ask the bidder for clarification on his bid. The request for clarification will be given in writing and no change of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be allowed.
5. **Schedule of Requirements.** List of items/services required is as follows:-

<u>SEC/PART NO & NOMENCLATURE</u>	<u>SPECIFICATION</u>	<u>QTY</u>	<u>A/U</u>	<u>PACKAGING & DELIVERY</u>
G2 /9515 000715 STEEL PLATE CARBON 5000 X 1000 X 5 MM	IS:2062-2011	1769	Kg	AS PER REQUIREMENT
G2 /9520 000033 STEEL ANGLES 35 X 35 X 5 MM	IS : 2062-2011 GD D S G E 250	415	Kg	
G2 /9510 000305 STEEL BAR ALLOY HOT ROLLED FLAT 25 X 6 MM	IS : 3431 GRADE 60 S 17	283	Kg	

G2 /9510 001485 STEEL BAR ALLOY ROLLED ROUND 40 MM	IS 5517:1993	4000	Kg
G2 /9510 000037 STEEL BAR CARBON HOT ROLLED ROUND 90 MM	IS 5517:1993	2283	Kg
G2 /9515 000130 STEEL PLATE CARBON 25 MM	IS 15070-C-40-S-05	1294	Kg
G2 /9515 000713 STEEL SHEET CARBON HOT ROLLED 4000 X 1000 X 4 MM	IS 5986:2011 GRADE 255 IN PLACE OF IS 1079	285	Kg
G2 /9535 000165 COPPER SHEET 1250 X 630 X 1 MM	IS 1972	23	Kg
G2/ 9535 000168 COPPER SHEET 1250 X 630 X 2 MM	IS 1972	96	Kg
G2/ 9525 000068 WIRE COPPER SOFT FOR GENERAL PURPOSE	IS 5986 : 2011 GRADE 255 IN PLACE OF IS 1079	82	Kg
G2 3439 000144 ELECTRODE HIGH NICKLE ALLOY STEEL 5 MM	IS 8736	88	Kg
G2 9530 000128 ALUMINIUM BAR ROUND 40 MM	IS 733-1900 M	60	Kg
G2 9505 000057 WIRE STEEL SPRING SOFT 4 MM	BS 1429 :1980 GRADE 070A72 NS	94	Kg
F 1 5120 000369 TOOLS WATCHMAKERS JAR GLASS	JSS:5120-44:2024 (FOURTH REV)	159	Nos

—
—

NOTE:- PLEASE SUBMITTED THE NABL AND TEST REPORT OF GOVERNMENT LABORATORY

6. **Technical Details.** As per para 5 above.
7. **Advance Sample.**
 - (a) 02 Nos of advance samples will be submitted to AHSP/Inspecting Authority Board of Officer days from issue of supply order/ AT. Bulk production will be undertaken only on clearance of advance agency.
 - (b) The testing of samples will be carried out the designated AHSP lab. When test facilities are not in Govt. lab/ NABL accredited labs will be utilized and testing charges shall be borne by the vendor.
 - (c) Please note, in case vendor's advance sample submitted by the firm stand rejected twice, the order will be cancelled at firm's risk and cost.
8. **Delivery and Transportation.**
 - (a) **COD Kanpur** (Local delivery by **Road Transport** only.)

(b) **Multiple Consignee** At consignee locations mentioned in SO.

9. **Delivery Period Extension** In case of unforeseen circumstances and unescapable situations firms contracted goods in given timeline may apply for Delivery period extension **45 days prior to the expiry of Delivery period** of period is at discretion of CFA sanctioning the supply order. Non adherence of given timeline will result in cancellation of order with Financial repercussions.

STANDARD CONDITIONS OF SUPPLY ORDER

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the entioned below which will automatically be considered a s part of the contract concluded with th . Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of the B dder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract** The contract shall come into effect on date of generation of Contract and shall remain valid until the completion of the obligations of the parties under the contract. The deliverance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be resolved through arbitration. Any dispute, Disagreement or question arising out of or relating to the contract, which cannot be settled through arbitration. The standard clause of arbitration is as per Forms DPM-7, and DPM-9 (Available on Ministry of Defence website) (Available on request). Defence Secretary/ Additional Secretary/ CFA will be appointing authority for appointment of arbitrator in any dispute.

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given offered or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in Supply Order/Contract. Any breach of the aforesaid undertaking by the Seller or any one employed by him or act with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed on behalf, as defined in 'Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any law for the prevention of corruption shall entitle the Buyer to cancel the Supply Order/Contract and recover from the seller the loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking shall be final and binding on the seller. Any such act by the seller shall render the seller to such liability/penalty as may be deemed proper, including but not limited to termination of the contract, imposition of penal damages to include forfeiture of advance and refund of any advance amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is not, through itself or through any individual or firm, acting as an agent or intermediary for the Buyer or for any of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is found to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, by way of gift, reward, fees, commission or to such person, party, firm or institution, whether before or after signing of this contract, the Seller will be liable to the buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part or compensation to the Seller who shall in such an event be liable to refund all payments made by the buyer to the Seller with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover all costs of contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the seller has had commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agent for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information of financial documents/information.

7. **Non-Disclosure of supply Order Documents** Except with the written consent of the Buyer/ it disclosure the Supply Order or any provision, specification, plan, design, pattern, sample or information ther

8. **Liquidated Damages** In the event of the seller's failure to submit the Banks Guarantees, Documents/goods, conduct trails, install equipment, conduct training, etc as specified in this contract, the Buyer may, any payment until the completion of the contract. The Buyer may also deduct from the seller as agreed Liquidated Damages of **0.5%** of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the total value of the contract.

9. **Termination of Contract.** The Buyer shall have the right to terminate this contract in part or in full

ses:-

- (a) When the supplier fails to honour any part of the contract including failure to deliver the contract in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statements found to be indulging in unethical or unfair trade practices.
- (c) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier does not rectify the defects or offer items conforming to the contracted quality standards.
- (d) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract or any extension thereof granted by the Buyer.
- (e) If the Supplier becomes **bankrupt** or otherwise insolvent.
- (f) As per decision of the Arbitrator Tribunal.
- (g) When both parties mutually agree to terminate the contract.
- (h) Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.
- (j) The bank guarantee shall be liquidated, if seller fails to supply the store under clause 10.
- (k) Cancellation of SO at any stage as a result of unforeseen changes implemented by Govt/High Court or item under procurement which render the existing requirements null and void will be at sole discretion of Buyer.

10. **Notices** Any notice required or permitted by the supply order shall be written in the English language and delivered personally or may be sent by FAX/ Mail or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-Letting**. The seller has no right to give, bargain, sell assign or sublet or otherwise dispose of any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract.

12. **Patents and other Industrial Property Rights**. The prices stated in the present Contract shall include all amounts payable for the use of patents. Copy rights, registered charges, trademarks and payments for any other intellectual property rights. The seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools technical literature and training aggregates irrespective of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments**. No provision of present contract shall be changed or modified in any way (including addition, deletion or amendment) in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both parties which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **General.** Any change in any duty/tax upward/ downward as a result of any statutory provision shall be allowed to the extent of actual quantum of such duty/tax paid the Buyer. In case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Seller. All such adjustments shall include all relief's exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs duty.** Not Applicable.

(c) **GST.**

(i) The bidder should submit the relevant schedule of applicable GST rate/copy of Govt as approved by the GST council/relevant authorities.

(ii) Bidders should note that in case of any anomaly being noticed in the applicable GST rate, the buyer is empowered to modify or deduct a sum equivalent to such difference as arising from any of the seller's outstanding bills against the contract or any other pending Govt Contract and its account would be raised by them.

(iii) The Seller is also required to furnish to Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund (other than permissible) has been obtained in respect of the reimbursement of GST made to the Seller covered by relevant contract.

(ab) Certificate as to whether refunds have been obtained or applied for by them within the financial year after the annual Audit of their accounts also indicating details of such refund.

(ac) A certificate along with the final payment of the seller to the effect whether pending appeal/protest for refund of GST already reimbursed to the Seller by the Govt pending with the authorities and if, so, the nature, that amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Govt that any amount has been obtained by the Seller after obtaining reimbursement from the paying Authority and if the same is not allowed by the Seller to the paying Authority giving details and particulars of the transaction, the Seller shall give full Authority to recover such amounts from the seller's outstanding bills against the contract or any other pending Govt contracts and that no dispute on this account would be raised.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be responsible for any change in the account of fresh position and / or increase of any other tax/duties on raw materials and/or cost of the manufacture of the contracted stores taking during the pendency of the contract.

(d) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Govt Department against Govt Supply Order are liable to town duty, octroi Duty, Terminal Tax and other levies of local bodies. The local Town/ Municipalities, however, provide for such Exemption only on production of such exemption certificate from the Seller. The Seller should ensure that stores ordered against supply orders placed by this office are exempt from town duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain such certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties, the same should be paid by the seller to avoid delay in supplies and possible demurrage charges. The receipt should be forwarded to the Buyer without delay together with a copy of the relevant act of the Municipality of the local body concerned to enable him to take up the question of refund where it is admissible under the said acts or rules.

SPECIAL CONDITIONS OF SUPPLY ORDER

The Bidder is required to give confirmation of their acceptance to special Conditions of the BID and will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. the Bidder selected by the Buyer). Failure to do so may result in rejection of Bid submitted by the Bidder

(a) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee is rivate Sector Banks for a sum equal to **5%** of the contract value more than or equal to Rs 5 Lakhs with of contract. **Performance Bank Guarantee should be valid for 26 months i.e. 12 months of 1 months of warranty period. TDR/FDR furnished by the participants for 1 year should be su n from respective bank failing which the FDR/TDR will not be considered.** The specimen of P 5 (available in MoD website) and can be provided on request.

(c) Extension of PBG as per clause 1(a) above will be necessary for extension of DP.

3. **Repeat Order Clause.** The contract will have a Repeat Order clause, wherein the Buyer can order the items under the present contract within six months from the date of supply/successful completion of this contract, on the same conditions remaining the same. The Bidder is to confirm acceptance of this of this clause. It will be entirely the Buyer's option to place the Repeat order or not. Option Clause and/ or Repeat order clause may be exercised more than once, but the total orders do not exceed 50% of the original ordered quantity.

5. **Payment Terms.** The Payment will be made on production of inspection note, proof of dispatch and the copy of the Bank Guarantee and against Consignee's provisional receipt.

7. **Advance Payment.** No Advance payment (s) will be made.

(a) Head of Account for **Major Head : 2076/110(C)/ 416/02**

- (b) CFA for this Contract **Commandant, COD Kanpur**
- (c) Schedule of Powers **-ASP -2021, Schedule -4 (Ser. No 4.1) of DFPDS - 2021 applicable f**
- (d) The Payment of bills will be made on submission of the following documents by the Sellers to the
 - (i) An Ink-signed copy of Commercial invoice/ Seller's bill.
 - (ii) A copy of Supply Order/Contract with U.O number and date of IFA's Concurrence, when on of powers.
 - (iii) CRVs in duplicate.
 - (iv) Inspection Note
 - (v) Claim or statutory and other levies to be supported with requisite documents Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EF nominal roll of beneficiaries etc as applicable.
 - (vi) Exemption Certificate for Excise duty/Customs duty if applicable.
 - (vii) Bank Guarantee for advance, if applicable.
 - (viii) Guarantee/ Warranty certificate.
 - (ix) Performance bank Guarantee/ Indemnity bond, where applicable.
 - (x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence delegation of powers indicating whether extension is with or without LD. (if applicable)
 - (xi) Details for electronic payment viz Account holders name, Bank Name, Branch Name, Account type, Account Number IFS Code, MICR Code (If these details are not incorporated in Supply order)
 - (xii) Any other document /certificate that may be provided for in the supply order/ Contract
 - (xiii) User Acceptance.
 - (xiv) Xerox copy of PBG.

9. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event be reduced which the seller sells the stores or offer to sell stores of identical description to any persons/Organization or any department of the Central government or any department of state government or any statutory body or state government as the case may be during the period till performance of all supply Orders placed under the contract is completed.
- (b) If at any time, during the said period the sellers reduces the sale price, sells or offer to sell stores to any organization including the Buyer or any Depot, of central Govt, or any Department of the State Government or any department of the Central or state Government as the case may be at a price lower than the price charged under the contract he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies * Disallowance under the contract for the stores of such reduction of sale or offer of the sale shall stand corresponding to the price charged under the contract.
- (c) The Sellers shall furnish the following certificate to the Paying Authority along with each bill for payment:

against the Supply Order/Contract – “We certify that there has been no reduction in sale price on identical to the stores supplied to the Government under the contract herein and such stores have not been sold to any person/organization including the purchaser or any department of Central Government or any statutory Undertaking of the Central or state Governments as the case may be of completion of supplies against all supply orders placed during the currency of the Supply Order/Contract at the price charged to the government under the Supply Order/Contract.

10. **Risk & Expense Clause:**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract, or if defective delivery is made in respect of the stores or any installment thereof, the buyer shall have 5 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as provided in the contract, to declare the contract as cancelled either wholly or to the extent of such defaults.

(b) Should the stores or any installment thereof not perform in accordance with the specifications given by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty to avail any other remedies for breach of contract, to cancel the contract wholly or to the extent of such defaults.

(c) In case of material breach that was not remedied within 45 days, the BUYER shall, having given notice to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit goods of similar description to, make good :-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining under.

(d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from the case may be, over the contract price appropriate to such default or balance shall be recoverable from the buyer. The recovery shall not exceed 100% of the difference of the value of the contracts.

11. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations if the failure to pay any sum which has become due on account of receipt of goods under the provisions of the contract is due to the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other natural calamities, War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of obligations under the contract shall be extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure shall notify in written form the other party of the beginning and cessation of the above circumstances immediately, but not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a chamber of Commerce (Commerce and Industry) or other competent authority of the respective country shall be a sufficient proof of commencement and cessation of the circumstances.

(e) If the impossibility of complete, or partial performance of an obligation lasts for more than 6 months, the Buyer hereto reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms proposed for the goods received.

12. **Specification.** The Seller Guarantees to meet the specifications as specified in Contract.

13. **Earliest Acceptable Year of Manufacture.** Manufacturing date should not be older than the year 2010.

14. **Packing and Marking.** The following packing and Marking clause will form part of the contract per se:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contra the risk of loss of said item or as directed by AHSP/DGQA to ensure their safety against damage in the conditions of loading, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.

(b) The packing of the equipment and spares/goods shall conform to the requirement of specifications specified by AHSP.

(c) The Seller shall mark each package in English language as follows:-

- (i) Part No/ Nomenclature
- (ii) Contract No.
- (iii) Consignee.
- (iv) Ultimate consignee.
- (v) Seller.....
- (vi) Package No.
- (vii) Gross/Net weight.
- (viii) Overall dimensions/volume.
- (ix) The Seller's marking.
- (x) I/ Note No & Date.
- (xi) Shelflife.....

(d) If necessary, each package shall be marked with warning inscriptions: , " Do not turn over", etc.

(e) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide instructions to protect the equipment and spares/goods from the damage of deterioration during transportation by land. The Buyer shall finalize the marking with the Seller.

(f) Store shall be marked legibly and indelibly with last AT number and date and firms unique logo and marking in the governing specification.

15. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the specifications and standards valid for the deliveries of the same stores as per specifications enumerated as per

16. **Quality Assurance.** On receipt of Contract/Supply order the quality Assurance Process commences (everywhere/wherever applicable):-

- (a) Assessment of Firm's preparedness to execute the order.
- (b) Visual Inspection, sampling, Lab testing, verification, packing and confirmation followed by issuance of certificate.
- (c) Quality Audit (both product & process) and surveillance.
- (d) Surprise check, vigilance checks and consignee end checks.
- (e) Periodical monitoring of product both in storage and exploitation.
- (f) Addressing defect report, measures and fixing accountability.
- (g) Collecting, collating, presenting & inferring the feedback data for specification amendments and process improvement.
- (h) Working out quality rating and supply rating to assess the feasibility of self-certification. Issuance of Quality Assurance Notes to facilitate the manufacturer to enhance process efficiency and flow between the processes (Lot to Lot).

17. **Quality Assurance Officer/Quality Assurance Authority.**

11. Quality Assurance Officer/Quality Assurance Authority.

Authority: COD KANPUR

QA Officer : BOARD OF OFFICER

(c) Place of Inspection COD Kanpur at Concerned Sub Depot.

(d) **Pre Inspection Clause.** Manufacturer/Contractor must satisfy them that the stores are in conformity with the specifications of the contract and fully conform to the required specification by carrying out thorough pre-inspection before tendering the same for inspection to the Quality Assurance Officer nominated under the terms of contract. The contractor that necessary pre-inspection has been carried out in the stores tendered will be submitted in the form of a declaration. The declaration will also indicate the method followed in carrying out pre-inspection on showing the following

d will have the test Certificate attached to the challan/declaration. If the Quality Assurance Officer finds the consignment as required above has not been carried out the consignment is liable for rejection.

(e). **Test Protocol.** The contractor shall supply the test protocol, which shall include list of the method of carrying out the tests and the AQL for each parameter, as followed in their plant, for the item checked by the Quality Assurance Officer or the Quality Assurance Authority stipulated in the contract, the cost of cost, the reference and working standards required for testing the item, in accordance with the contract and by the Quality Assurance Officer/ Quality Assurance Authority.

(f) **Quality Audit.** The contractor shall permit the Quality Assurance Officer/Quality Assurance Authority or his authorized representative to inspect his manufacturing premises, manufacturing and quality control other relevant records connected with the goods offered, either during the process of manufacture or during the normal working hours of the factory. If, during the above said inspection, it is found that the goods have not been manufactured in accordance with the master formula or the standard operating procedure, the consignment is liable to be rejected.

(g) **Condition of Acceptance.** If on examination of any sample from any portion of the lot offered, material is found to be not in accordance with the specification/particulars governing supply quoted in the contract with the terms and condition of the contract, the whole supply will be rejected.

(h) **Consignee Right of Rejection.** Consignee shall have right to reject the consignment of goods within 60 days after actual delivery of the consignment, if the consignment is not in accordance with the terms of contract, whether on account of loss, deterioration of damage at the time of receipt or if the goods do not conform to the mark of the Quality Assurance Officer as per the facsimile given on the consignee's copy of the Inspection Certificate.

(j). **Testing of Basic Material Clause.** Wherever, it is not possible to extract test basic material from the testing supplier shall get the material tested and approved the basic material by Quality Assurance Officer prior to fabrication/manufacture of made up store.

(k). **Special Note.**

(i) The store offered should not have been manufactured before two months (for items) from the date of offering to Defence.

(ii) The firm while quoting against Tender Enquiry should indicate the Registration No. and/or letter No and date vide which they have been registered with DGQA.

18. **Reference Samples.** SQAE (GS) concerned shall draw four reference samples from the 1st acceptance, one each for AHSP & SQAE (GS). These reference samples will be marked and sealed as reference sample to avoid tampering & it will be mentioned on the tag that the reference sample shall be used for make, shape workman's reference samples for the consignee will be put in package No. 1 & the same will be mentioned on the Inspection Certificate (GS) concerned shall forward the reference samples to AHSP through courier/any other suitable method.

19. **Franking Clause.** The following Franking clause will form part of the contract placed on such

(a) **In the case of Acceptance of Goods.** "The fact that the goods have been inspected after acceptance passed by the Quality Assurance Officer will not have effect of the contract alive. The goods are being

to the rights of the Buyer under the terms and conditions of the contract/Supply Order”.

(b) **In the case of Rejection of Goods.** “The fact that the goods have been inspected after the fact by the Quality Assurance Officer will not bind the Buyer in any manner. The goods are being rejected to the rights of the buyer under the terms and conditions of the contract/Supply Order”.

20. **Claims.** The following claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either:

(i) On quantity of the stores, where the Quantity does not correspond to the quantity shown in the bill of lading or packing or

(ii) On quality of stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of receipt and acceptance of goods.

(c) The quality claims for deficiency of quality noticed during the inspection shall be presented within 45 days of inspection of goods and acceptance of goods. Quality claims shall be presented for defects or deficiencies noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete evidence. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will respond within 5 days from the date of receipt of the claim at the Seller's office, subject to acceptance of the claim. If the claim is not accepted during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer. The rejected or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted with the claim amount by Seller through demand draft drawn on an Indian bank, in favour of Principal Contractor's Accounts concerned.

(g) The quality claims will be raised solely by the buyer and without any certification/countersignature of the Seller.

21. **Warranty.** Except as otherwise provided in the invitation tender, the seller hereby declares that the goods sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects. The seller hereby guarantees that the goods/stores/articles and its allied accessories would continue to conform to the description and quality aforesaid from the date of delivery of the said goods/Stores/articles to the buyer or **15 months from the date of completion of the seller's works** whichever is earlier and that notwithstanding the fact that the Buyer may have inspected the goods/stores/articles, if during the aforesaid period of 12/15 months, the said goods/stores/articles be discovered to be defective, not giving satisfactory performance or have deteriorated, the seller has to rectify the same or such portion thereof in situ at any part of country as is found to be defective by the Buyer/User within the decision of the Buyer in that behalf shall be final and binding on the seller. The defects have to be addressed within the specified period, or such specified period as may be allowed by the buyer in his discretion otherwise the Seller shall pay compensation as may arise by reason of the breach of the warranty therein contained.

22. **Correctness of the Quality and Quantity.** On receipt of stores at consignees' premises, the stores will be inspected to ensure the correctness of quality. Quantity and documents. In case the stores are found deficient in any way, the Buyer may reject the stores even if these were inspected and cleared by the quality assurance officer.

23. **Acceptance of Short Deliveries.** The Buyer may also accept short supplies on firm's request, if the shortage does not exceed 5 % of the total original value of contract.

-

24. **Rectification Clause.** In the event a store is given back to the manufacturer for rectification of defects, the manufacturer will ensure that the defects are attended immediately without loss of time, so that stores can be re-inspected. The manufacturer would not be entitled to dispose off that store, which is given for rectification but on the permission of the Quality Assurance Officer.

25. **Shelf Life.** The seller will provide the shelf life of item under procurement duly certified by the manufacturer.

-

EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of bids will be as follows.

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and technical requirements of the BID, both technically and commercially.

(b) In respect of Two-Bid System, the technical Bids forwarded by the Bidders will be evaluated on the basis of the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical specifications will be checked on the basis of the parameters specified in the Bid. The price bids of only those bidders will be opened who would clear the technical evaluation.

(c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the consideration of taxes and duties in process will be as follows.

(d) In cases where only indigenous Bidders are competing, L1 bidder will be determined by excluding the taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi / Entry tax and others as quoted by bidders. 16 / 22

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying unit price by quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the words will prevail for calculation of price.

(f) The lowest Acceptable Bid will be considered further for placement contract/Supply order after price negotiations as decided by Buyer. The Buyer will have the right to award contracts to different bidders in particular items.

2. **All stores will be fitted with RFID tag containing following information.**

(a) **Material No & Nomenclature**

- (b) **Supply Order No & dt.**
- (c) **Suppliers Information.**
 - (i) **Firm Name**
 - (ii) **Contact Number**
 - (iii) **Address**
- (d) **Date of Manufacture.**
- (e) **Expiry date**
- (f) **Shelf Life**
- (g) **Unit Cost**
- (h) **GST Applicable**
- (j) **Date of Sample inspection clearance**
- (k) **Date of bulk store passed by concerned inspection agency**

15. **Ration Item ATCs**

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charge total contract value will be charged per day. In case the items are not lifted within a month, the same will be board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items a month, the same will be destroyed by the station board of officers and no claim will be admitted.

16. **Sample Clause**

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample comparing the lot received at consignee end with such reference sample. Such reference samples will be three quantity from the lot and cost shall be borne by the Buyer.

17. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazardous date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body

18. **OEM**

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

19. **Ration Item ATCs**

Inspection and Quality Check of Goods (Analysis, Verdict and appeal) Samples drawn by the inspection are known as Acceptance samples. Verdict shall be issued by CFL concerned on the basis of analysis Sample. No additional time for tendering of stocks shall be given to the suppliers in case of rejection of stock issued after DP / Extended DP.

(a). In the case of rejection of stores by the Inspecting Officer the SELLER will be at liberty to prefer an appeal examination his sample (Sample No.2) within fourteen days from the date of issue of verdict by CFL concerned consignment for test to ST-7/8, DGST, QMG's Branch, IHQ of MoD (Army), P-11 Havlock Lines, Lucknow Road,

in duplicate under advice to the BUYER and the Composite Food Laboratory concerned. Failing which, the app entertained and the consignment will be deemed to have been rejected finally.

(b). Appeal sample will be preferred by the vendor at own risk and cost. No additional time will be offered or offset delays occurred in normal course for conduct of Appeal Board and no representation on ibid account will be considered.

20. **Ration Item ATCs**

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

21. **Ration Item ATCs**

Shelf Life The supplier shall declare the shelf life/best before use for a minimum period equal to the warrant period for the item. The item should be of the latest manufacture, conforming to the current production standards and defined life at the time of delivery.

22. **Certificates**

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

23. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 5% at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 5% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity ordered shall be the last date of original delivery order and in cases where option clause is exercised during the extended delivery period, the time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increase in Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery period while exercising the option clause. Bidders must comply with these terms.

24. **Generic**

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

25. **Inspection**

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

26. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot confirming payment of GST.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and/or modification thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regardless of the fact that the same is / are not incorporated in the resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bid process. Notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant rules for sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) categories, samples 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 Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience only.
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 in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless specifically mentioned in the bid by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional technical specifications or other document. If buyer needs more items along with the main item, the same must be added through bunching of items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must be done in the Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts, which are not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1947, The Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance shall be treated as breach of contract and Buyer may take suitable actions as per GeM Contract Terms and Conditions.

[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 is 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 shall 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 का कोई भी बिडर इस निविदा में बिड देने के लिए योग्य होगा यदि बिडर केवल भारत में ही पंजीकृत है। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---