

Bid Document

Bid Details	
Bid End Date/Time	02-08-2021 09:00:00
Bid Opening Date/Time	02-08-2021 09:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Military Affairs
Organisation Name	Indian Army
Office Name	*****
Total Quantity	4
Item Category	STORE SHELTER OF DIMENSIONS (12 M X 6M X 2.8 M)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	66334

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00
Duration of ePBG required (Months).	12

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

OFFICER COMMANDING

438 (I) FD COY 119 I INF BDE GP, Department of Military Affairs, Indian Army, Ministry of Defence

(Chandan Vishwakarma)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII Purchase Preference	Yes
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1. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

STORE SHELTER OF DIMENSIONS (12 M X 6M X 2.8 M) (4 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****Pithoragarh	4	60

Buyer Added Bid Specific Additional Terms and Conditions

- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - Copy of PAN Card.
 - Copy of GSTIN.
 - Copy of Cancelled Cheque.
 - Copy of EFT Mandate duly certified by Bank.
- NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:**
 - I M/s. NAME OF FIRM hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.
 - If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.
- Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
- OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid,

Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
8. Scope of supply (Bid price to include all cost components) : Only supply of Goods
9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
11. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
13. After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 20 samples for Buyer's approval, within 21 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 21 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.
14. Bidders can also submit the EMD with Account Payee Demand Draft in favour of OFFICER COMMANDING 438(I) FD COY payable at PITHORAGARH.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
15. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of OFFICER COMMANDING 438(I) FD COY A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.

Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
16. Bidders can also submit the EMD with Banker's Cheque in favour of OFFICER COMMANDING 438(I) FD COY payable at PITHORAGARH.

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

17. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of OFFICER COMMANDING 438(I) FD COY payable at PITHORAGARH. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
18. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of OFFICER COMMANDING 438(I) FD COY A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
19. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
20. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
21. Buyer Added text based ATC clauses

1. **Submission of Physical Documents.** The original of following documents shall be submitted physically in the sealed tender box prior to bid submission closing date. **The documents are to be submitted physically and the responsibility for submission rests solely with the bidder.** The physical receipt of these documents is mandatory. The Technical Bids shall not be accepted if these documents are not received prior to bid opening.

- (a) Non-disclosure of classified documents certificate.
- (b) Original EMD, if applicable or proof of exemption.
- (c) Bid Conditions Acceptance Certificate.
- (d) PAN No, CST/ VAT/ TIN/ GST registration.

2. **Opening of the Bids.** **The physical verification of tender document will be done at 438 (Independent) Field Company, C/o 56 APO.** The Bidders may depute their representatives, duly authorized in writing, to attend the same on the due date and time.

3. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letters and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected.

4. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

5. **Terms of Delivery.**

- (a) The manufacturer shall be responsible for the safe delivery and packing of the stores at the consignees end and transit damage if any shall be promptly attended by him.
- (b) The stores are to be supplied at this unit location upto a limit of 35 Km ahead of

FOR Dharchula (UK) Pin-262545 up till the existing road head. Loading, transportation and unloading the stores at the before said store yards should be arranged by the supplier and the rates to be quoted shall include the cost of same. The responsibility of unloading of stores at before said FOR will be entirely of the supplier. This unit does not accept any responsibility or any liability for the stores lost or damaged in transit/ unloading.

(c) The stores will be accepted only as a complete entity in composite loads and not in parts/components.

(d) Supply shall be deemed complete when store delivery is physically completed and duly received by consignee at the specific location. The delivery of stores will be made as per delivery schedule given in supply order. The buyer reserves the right for receipt of stores in a phased manner, as per progress of work/ ground and weather conditions.

Rates should be strictly as per demand/ specifications. Rate offered for other make/ specification shall not be entertained. No price increase will be admissible on change of Govt Policy/ Ordinance or what so ever reasons.

Any observations/ objections/ clarifications should be communicated with in time period of the quotation or it will be assumed that there are no objections/observations.

Should there be by any dispute hereafter, the decision of Officer Commanding, 438 (Independent) Field Company will be final and binding.

6. **Payment Instruction.**

(a) **Payment shall be made after completion of 100% work duly verified by Board of Officers detailed by the Formation Headquarters.**

(b) Payment will be made by the consignee through crossed cheque of SBI Pithoragarh. Authorized representative of the firm can collect cheque by submitting necessary authority letter. In case of any dispute concerning the supply and payment, the decision of the Officer Commanding, 438 (Independent) Field Company will be considered to be final and binding. Payment will be made after verification and approval of the concerned authority on completion of job. Bills in triplicate, original copy duly stamped and pre-receipted, will be submitted to the consignee for audit verification and payment.

7. **Purchase Voucher and Test Certificate.** The supplier shall submit original purchase documents of stores to be incorporated in the work. The manufacture certificates pertaining to structural steel & cement shall be produced to this office before the claim for payment of the same. The supplier shall submit original purchase voucher for the total quantity of cement supplied under each consignment to be incorporated in the work.

8. **Professional Experience.** In addition, the vendor should also have experience of fabricating & supplying the assets in High Altitude Area (i.e. higher than 9000 ft).

9. **Instructions and Conditions.** The Supplier shall take all steps necessary to ensure that all person employed on this work by him/ her have noted that the Indian Official Secret Act 1923 (IAx of 1928) applies to them and shall continue to be applied after the execution of the works under the supply.

10. **Penalty Clause.** In case the vendor fails to complete the supply within the stipulated time, penalty for delay @ 1% the value of the supply order will be charged for any delay per week or part thereof subject to max 10% of the total amount of the supply order.

11. **Litigation/ Arbitration.** The timely supply of stores as per the supply order by the vendor is of paramount importance for operational reasons. Hence no time extension on any kind shall be granted under any circumstances except Force Majeure circumstances and the supply order shall be canceled after the due date in case of non-supply. No litigation or arbitration under any circumstances at any stage shall be applicable. **Vendors not willing for this pre-condition**

are advised not to participate in the tendering process.

12. **GST, Excise and Sales Tax.** Firm will ensure that all taxes including excise, GST, sales and any other taxes as applicable are paid. This department has no responsibility for any dispute on this account. No additional liability will be accepted on these accounts.

In case of steel parts or any other manufactured items, supplier should produce the proof of delivery by the original manufacturer of the items incorporated in the final product at the time of delivery. The goods used should be of ISI mark and specification with test certificate of manufacturer. The bills will be produced for purchase of steel, aluminum, plywood, ceramic, plumbing items etc. Any item/ part may be sent to the original manufacturer or a test laboratory for the confirmation of genuineness of product and in case not found genuine, the faulty items will be made good by the supplier.

The quotation is being issued with no financial commitment and the buyer reserves the right to change, vary any part thereof at any stage. Buyer also reserves the right to withdraw the quotations should it become necessary at any stage. The quotation is thus not binding for procurement.

13. **Specification.** The seller guarantees to meet the specifications of the supply order and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer as per modifications/ requirements recommended. All technical literature and drawing shall be amended as per the modifications by the seller before supply to the buyer. The seller in consultation with the buyer may carry out technical up gradation in the design drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/ alterations will be provided to the buyer free of cost within 15 (fifteen) days of affecting such up gradation.

14. **Final Inspection by Formation Board of Officer.**

(a) The parties agree that the Store Acceptance Board of delivered goods shall be conducted on receipt of stores at delivery location by the User Formation Board of Officers (BOO).

(b) Each BOO will check following:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the supply order and the invoices.

(ii) Complete quality and functional checking of all the stores given in the supply order.

(c) Upon completion of each BOO, board proceedings and Acceptance/ Rejection will be signed by the BOO and the same shall be binding on the seller.

15. **Force Majeure.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances such as Flood, Fire, Earth Quake and other acts of God as well as war, military operations, blockade, acts or actions of State authorities or any other circumstances beyond the parties' control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is 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 conditions, is to notify in written to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. **Risk and Cost.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the Contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of Contract, to declare the Contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to cancel the Contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the Contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from any other supplier as the case may be, over the Contract price appropriate to such default or balance shall be recoverable from the Seller. Such recoveries shall not exceed 20% of the value of the Contract.

17. **Repeat Supply Order** Accepting officer reserves the right to place repeat supply order within 06 months from the date of successful completion of original supply order up to 50 % quantity of items under the original supply order with the same rates, terms and conditions.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---