

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-03-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-03-2026 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम/Department Name	Department Of Jammu, Kashmir And Ladakh Affairs
संगठन का नाम/Organisation Name	Jammu And Kashmir Police
कार्यालय का नाम/Office Name	Hg Cd And Sdrf Jk
कुल मात्रा/Total Quantity	50
वस्तु श्रेणी /Item Category	Industrial Siren / Electrical Siren (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	32 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Ce (Requested in ATC),OEM Authorization Certificate,OEM A Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or re during the tender/bid process will also be displayed to ot participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
विगत प्रदर्शन / <b>Past Performance</b>	20 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	800000
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	40000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	0.03
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटे केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMC

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per Ge the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemp EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

SSP (DDO)

HG CD and SDRF JK, Department of Jammu, Kashmir and Ladakh Affairs, Jammu and Kashmir Police, Ministry of Hom (Staff Officer)

**UIN Number NCTGC2415P**

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as a applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be rela eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxa
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall

from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specific bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also s meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supp documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from E Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Tur defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM c products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and techni specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his elig Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Aud Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover c relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less th the average turnover in respect of the completed financial years after the date of constitution shall be taken into acc criteria.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offe {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Pro Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of pr having highest value should meet this criterion.

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

8. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as ( 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 c Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidde a certificate from the OEM regarding the percentage of the local content and the details of locations at which the loc addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost au OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to parti 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 applic Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India 2017.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 201 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issue concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the man OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro ar Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eli purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and M has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined i policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected 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 M Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE wi only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of docum submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and fo the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevanc on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is no

used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category to primary product having highest bid value should meet this criterion.

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

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

### Industrial Siren / Electrical Siren ( 50 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement Values)
Generic	Phase	Single Phase
	Mounting	Double Ended
Technical Specifications	Speed, Rpm	2880, 6000, 8000
	Range (Km)	1, 16
	Motor Rating, HP	1/10, 1/20, 1/4, 1/2, 1, 2, 3, 4, 5, 6, 7.5
	Sound level	110.0, 130.0 (decibel)

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Del
1	Bharat Bushan	180004,2nd Floor APHQ complex, Gulshan Ground Gandhi Nagar Jammu	50	15

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

## 1. **Generic**

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

## 2. **Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

## 3. **Generic**

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

Central Store HG/CD & SDRF J&K Jammu Gulshan Ground Gandhi Nagar SDRF 2nd. Bn. Jammu 180004  
Central Store HG/CD & SDRF J&K Jammu Gulshan Ground Gandhi Nagar SDRF 2nd. Bn. Jammu 180004  
Central Store HG/CD & SDRF J&K Jammu Gulshan Ground Gandhi Nagar SDRF 2nd. Bn. Jammu 180004  
Central Store HG/CD & SDRF J&K Jammu Gulshan Ground Gandhi Nagar SDRF 2nd. Bn. Jammu 180004  
Central Store HG/CD & SDRF J&K Jammu Gulshan Ground Gandhi Nagar SDRF 2nd. Bn. Jammu 180004

## 4. **Generic**

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

## 5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regarding GST reimbursement. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to 10% of quoted GST %.

## 6. **OEM**

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

## 7. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

1

samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications for samples, either approve the advance sample or will provide complete list of modification required in the sample within 10 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications 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 from the Contract specifications, the buyer at its discretion may call for fresh samples for approval before starting 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 samples in bulk, before the sample has been approved under the contract, shall be borne by the contractor.

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.

#### 8. **Sample Clause**

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

#### 9. **Forms of EMD and PBG**

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

Staff Officer to Commandant General HG/CD & SDRF J&K  
payable at  
Jammu

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

#### 10. **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

Staff Officer to Commandant General HG/CD & SDRF J&K

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

#### 11. **Forms of EMD and PBG**

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

Staff Officer to Commandant General HG/CD & SDRF J&K  
payable at  
Jammu

. 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.

#### 12. **Rate Contract**

Performance Security: Against all Purchase Orders placed by any buyer against the Rate Contract Catalogue, bidder would be required to furnish a performance security of 3 % of total contract value of the relevant Purchase Order under GeM GTC.

#### 13. **Rate Contract**

The Purchase orders placed through the rate of this bid shall be placed by the bidder. The order shall be placed by the bidder based on the requirement.

#### 14. **Rate Contract**

Tax and Duties Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes. No separate payment would be made by the Buyer for Taxes, Entry Taxes, Octroi duty and local Taxes, if any. The Seller should cater for these Taxes/ duties as part of the bid quoted in the Bid.

#### 15. **Rate Contract**

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

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

#### 16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## Buyer Added ATC Clauses - Summary

### 1. Supersession Clause

- In case of conflict/ambiguity between the GeM bid specifications and Buyer Added ATC, Buyer Added ATC shall prevail.

### 2. Mandatory Uploads at Bid Submission

- Duly signed technical specifications compliance sheet with acceptance of all bid terms.
- Lab test reports and relevant documents must be uploaded with the bid; else, bid will be rejected.

3. The participant bidder shall be bound to submit sample at Central Store HG/CD & SDRF, in the office of SDRF 2<sup>nd</sup>.Bn. Hqrs, Gulshan Ground Gandhi Nagar Jammu, within weeks time after opening of bid for valuation for evaluation, the failing of which, the participation of the bidder shall be treated as cancelled without any correspondence

### 4. Earnest money Deposit.

Traders /resellers having valid OEM authorization or OEMs participating themselves in the bid shall have to mandatorily deposit EMD along with the bid documents. In case such bidder/trader submit without depositing the required EMD, their bids shall be summarily rejected. There shall be no exemption to any bidder. This is in line with the latest GeM terms and conditions, their bids shall be summarily rejected. There shall be no EMD exemption to any bidder. This is in line with the latest GeM conditions available at <https://gem.gov.in/page/gtc> which reads as under:

*"No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC . Such clauses which are against the GeM GTC, will be treated as null and void.*

*However, State Government/State Autonomous /State local bodies/State PSU/ Cooperative may seek EMD from MSE bidders by specifying the same in ATC/STC of the Bid. In case no such clause is provided in ATC/STC, EMD exemption as per para (m) above shall be prevail.*

### 5. Proven Track Record (Clause 10)

- Must submit at least two supply proofs (PO, invoice, satisfactory letter) for same/similar material:

**Entity | Full Address | Email/Phone | Date of Supply**

### 6. Detailed Compliance Format (Clause 11)

- Parameter-wise compliance in this format:

**S.No | Technical Parameter | Complied (Yes/No) | Deviation (Yes/No)**

### 7. Make & Model Declaration (Clause 12)

- Upload in this format:

**S.No | Name of Item | Make/Model | Remarks**

- No external hyperlinks allowed for specs/data sheets.

## 8. Penalties & Delivery Terms

- Clause 13: Failure to supply will allow buyer to re-bid at risk/cost of seller. EMD/security forfeited.
- Clause 14: Late delivery penalty of 0.5% per week (any part of week counted full).

## 9. Legal Jurisdiction

- All legal matters shall lie within Jammu/Srinagar courts only.

## 10. General Conditions

- Clause 16: Conditional bids = rejection.
- Clause 17:
  - o Upload self-declaration of not being blacklisted.
  - o Upload compliance certificate of GFR Rule 144(xi) per Ministry of Finance orders.

## 11. Upload Requirements (Clause 19-20)

- Upload only relevant & non-redundant documents.
- Include an index page with proper pagination, e.g.:

**S.No | Document Name | Page From | Page To**

## 12. Dispatch Conditions (Clause 21)

- Responsibility of the contractor to dispatch with clear receipt.
- Buyer is not responsible for goods booked as "said to contain" unless confirmed received

## 13. Critical Notes for Bidders

- Non-compliance to any one of the clauses (esp. documentation, malicious code declaration schedule) may lead to bid rejection, penalty, or blacklisting.
- Ensure documents are authenticated, indexed, and complete.

## 14. Checkup: -

The actual performance of the AVR will be checked by a technical Processing (Evaluation) TPC) in presence of Vendor/Firm representative to ascertain the user's satisfaction before it is accepted on no cost no commitment basis. The Vendor/Firm shall submit sample at Cell No. 10, HG/CD & SDRF, located in the complex of SDRF 2<sup>nd</sup>. Bn. Hqrs. Gulshan Ground, Gandhi Nagar, Srinagar-180004 within 07 days after opening of bid positively. Only the firm whose samples gets approved by the technical Processing (Evaluation) committee (TPC) shall be qualified for financial bid.

## Buyer Added ATC Clauses

1. Wherever there is conflict /ambiguity in parameters between the documents/specifications and Buyer Added ATC, parameters/terms & conditions mentioned in Buyer Added ATC shall supersede and shall be applicable.
2. Dully signed and sealed technical specifications compliance shall be submitted.

with acceptance of bid terms and conditions documents shall be upl the seller along with the bid. The firms that fail to furnish the requ est reports/ documents at the time of uploading of a bid shall be su rejectedand not considered for evaluation

3. The firm will be considered to be in breach of the procurement , in case physical damage, loss of information or infringements rela pyright and Intellectual Property Rights (IPRs) are caused due to a of any such malicious code in embedded software

4. The firm will be blacklisted if it breaches any of the above-mer auses

5. Bidders have to submit proofs of supply (purchase order, GST i nd letter of satisfactory performance) of the offered product of the similar specifications any where in India. The details of at least two chase orders have to be furnished by the bidder alongwith the bid ( s in the following format.

Entity	Complete Address with email and phone nu mbers	Date of Supply
--------	--	----------------

6.Bidders shall upload detailed technical parameterwise complianc nical specifications/ QRs in the following format:

S. No	Technical Pa r a meter of QR	Whether complied ( Yes/No)	Deviation, if a ny (Yes/ No)	Deviation Detail

7.All entries/values in the above table must be explicitly mentioned any external reference or hyperlink. Bidder shall also upload the del details of the offered product in the following format :-

S. No	Name/Description of the offered it em	Make/Model	Remark s

8. If the successful bidder fails to supply the goods of the prescribed spe or fails to deliver the goods within the stipulated period as specifically n

in the supply order, the department shall be at liberty to arrange supplying or otherwise at the risk and cost of the bidder. The department shall be entitled to forfeit the amount of the EMD/security money and take steps to make good the loss sustained or excess cost incurred by the state in getting the supplies and other remedies that may be available with the department under law.

**9. Late Delivery:** In case of delayed delivery, the Seller shall pay the Buyer 1 week of delay penalty amounting to 0.5% of the total value of the order whose delivery has been delayed. Any fractional part of a week is to be treated as a full week

**10. All legal proceedings arising out of any dispute between the parties shall to be settled in the Courts situated in Srinagar and Jammu and not elsewhere.**

**11. Conditional bids will not be accepted/ entertained. It will be summarily rejected. No other conditions than those mentioned (in the terms set forth) will be entertained.**

**12. Bidders shall ensure to furnish and upload undertaking to the effect that the bidder is not blacklisted by any Central/ State Government/ agency of Central Government of India or any other country in the world/ Public Sector Undertaking or any Regulatory Authorities in India or any other country in the world.**

**Bidders/OEMs shall upload the certificate of compliance to Rule 144(XI) of the General Financial Rules (GFR), order Nos 1 & 2 dated 23-07-2020 and OM dated 21 issued by the Ministry of Finance, Department of Expenditure, Procurement Policy Division, Govt. of India. Previous and existent circular/OM issued, if any, shall stand overruled.**

**13. Bidders shall ensure to enclose and upload only relevant documents such as test reports, purchase orders, financial statements, product catalogs, specifications, compliance documents, etc. as per the bid requirements. Furthermore, the bidders shall also ensure that no duplicate document is uploaded along with the bid. In case any irrelevant and unnecessary document is uploaded by the bidder along with the bid, it shall be the discretion of the buyer to reject such documents summarily.**

**14. All uploaded documents must be properly page numbered along with an index page reflecting the index of all enclosed documents with page numbers in the following format**

S. No	Name of document	Page No
-------	------------------	---------

		From	To
1	OEM Authorization Certificate		
2	Authenticated Annual Turnover		
3	Past Performance (if any)		
4	Test Reports		
5	Offered product catalog (If any)		
6	Technical specification compliance		
7	Etc.		

**15 DISPATCH:** The Contractor is responsible for obtaining a clear receipt from Transport Authorities specifying the goods dispatched. The consignment is dispatched with a clear Railway Receipt/Lorry Receipt. If sent in any mode, it shall be at the risk of the Contractor. Buyer will take no responsibility for late deliveries or wrong supply of goods when the same are booked on a confirmed basis. Buyer shall pay for only such stores as are actually received by the Contractor in accordance with the Contract.

**16. PAYMENT:** Seller's bill will be processed for payment only after the bill has been received, and inspected in at Central Stores HG/CD & SDRF, located in the compound of F 2<sup>nd</sup>. Bn. Hqrs. Gulshan Ground, Gandhi Nagar, Jammu 180004

**17. REPLACEMENT:** After the acceptance of the stores, if any defects are found therein or any defects therein are found to have developed under proper use arising from faulty store design or workmanship, the seller shall remedy such defects at his own cost.

s at his own cost provided he is called upon to do so within a reasonable time from the date of acceptance thereof by the buyer who shall state in writing in which respect the stores or any part thereof are faulty.

(b). If, in the opinion of the purchaser, it becomes necessary to replace any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 30 months from the date of acceptance thereof

**This bid is governed by the arbitration mechanism mentioned in the Government circular no. 16-J K(LD) of 2023 dated 28-12-2023.**

**17. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**18. Turnover**

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

**19. Turnover**

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

**20. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centres are already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centres.

**21. Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee 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 to sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**22. Warranty**

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

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category in line with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added by bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based bid. Same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Code on Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract terms.**

**applicable law.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भा  
सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास  
में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध व  
करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidde  
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  
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  
further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**