

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-05-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-05-2026 20:30:00
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 Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	2107
वस्तु श्रेणी /Item Category	RELAY , ASSY REAR VIEW MIRROR , HALOGEN BULB , FUNNEL FUEL , STARTER MOTOR 24 VOLTS , SPEEDOMETER , ELEMENT FUEL WATER SEPARATOR , ASSY OIL FILTER , ARM WIND SCREEN WIPER , AIR FILTER SAFETY , STATOR ENGINE GENERATOR , REGULATOR ASSY RH , FUEL FILTER CUM WATER SEPARATOR , SPRING LEAF , MASTER CYLINDER REPAIR KIT , FUEL WATER SEPARATOR , LIGHT ASSY INDICATOR , CLUTCH MASTER CYLINDER , CAP ASSY RADIATOR , DOOR LOCK ASSY LH , HYDRAULIC JACK 12 TON , FUEL INJECTION PUMP , ASSY 8 TON JACK , CAP TYRE VALVE , FUSE 15 AMP , FUSE 10 AMP , SHOVEL GS MK 111
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RELAY, ASSY REAR VIEW MIRROR OUT SIDE, HELOGEN BULB H4 24V 60 OBLIQUE 65W P45 T CAPT FO, FUNNEL FUEL CARRIAGE PATTERN, STARTER MOTOR 24 VOLTS, SPEEDOMETER, ELEMENT FUEL WATER SEPARATOR, ASSY OIL FILTER, ARM WIND SCREEN WIPER S A OF WIPER ARM, AIR FILTER SAFETY, STATOR ENGINE GENERATOR, RAGULATOR ASSY RH, FUAL FILTER CUM WATER SEPARATOR, SPRING LEAF, MASTER CYLINDER REPAIR KIT, FUEL WATER SEPARATOR, LIGHT ASSY INDICATOR FRT DIRECTION, CLUTCH MASTER CYLINDER REPAIR KIT, CAP ASSY RADIATOR, DOOR LOCK ASSY LH, HYDRAULIC JACK 12 TON WITH HANDLE, FUEL INJECTION PUMP VP 37 VE DISTRIBUTE, ASSY 8 TON HYD JACK WITH HANDLE, CAP TYRE VALVE TYPE HEAD 880Z TR VC 2, FUSE 15 AMP, FUSE 10 AMP, SHOVEL GS MK III
	Searched String: RELAY Overload Relay, Relay Testing Educational Kit, Relay Module, CONTACTOR RELAY, LED Flasher Relay, Time delay relay, Voltage Monitor Relay, Gas Operated Relay (Buchholz relay) as per IS : 3637, Single phasing preventer Relay

(SPPR), High speed tripping relay

बिड विवरण / Bid Details

Searched String: ASSY REAR VIEW MIRROR OUT SIDE

LCR Meter

Searched String: HELOGEN BULB H4 24V 60 OBLIQUE 65W P45 T CAPT FO

Category not available on GeM for the text string uploaded by the buyer

Searched String: FUNNEL FUEL CARRIAGE PATTERN

Category not available on GeM for the text string uploaded by the buyer

Searched String: STARTER MOTOR 24 VOLTS

Starter Motor Assembly, DOL starter, Star Delta Motor Starter for Three Phase Induction Motors (V2), Starter Motors for IC Engines, Submersible Pump Starters (Motor starter controls), Motor Protection Circuit Breaker (MPCB), Lead Acid Storage Batteries For Motor Vehicles with Light Weight and High Cranking Performance (V2) Conforming to IS 14257, Lead Acid Traction Batteries (V2) Conforming To IS 5154 (Part 1 and 2)

Searched String: SPEEDOMETER

Category not available on GeM for the text string uploaded by the buyer

Searched String: ELEMENT FUEL WATER SEPARATOR

Fuel Water Separator, Spiral Separator, Water Flow Measurement in Open Channels - Rotating Element Current Meters as per IS 3910

Searched String: ASSY OIL FILTER

Oil Filter Cartridges, Laboratory Filter Papers, Oil filter assembly for wheel loader, RELAY FRAME ASSY., MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Syringe Filter, Bag filter, Filter Cartridge, 15w - 40 Diesel Engine Oil, Filter Sand, Industrial Kitchen Chimney

Searched String: ARM WIND SCREEN WIPER S A OF WIPER ARM

computer kiosk

Searched String: AIR FILTER SAFETY

Air Pre Filter, Hot air oven, Vehicle Mounted Air Filter, Element Filter Compressor, Laminar air flow cabinets or stations, Air Safety Valve (BHEL), rescue air bag, Air Sampler, Air Curtain, Flange type industrial air filters

Searched String: STATOR ENGINE GENERATOR

Diesel driven welding generator, Modular Table / Meeting Table / Centre Table (V2), Motor Driven Welding Generator, Pt 100 Duplex Rid For Stator Winding Core and Tooth (BHEL), Nitrogen Generator, Diesel Power Generator (up to 900 KVA), function generator, Engine Monoset Pumps for Clear, Cold, Water (Dewatering Pump) Conforming To IS 11501, Signal Generator, Revolving Chair (V5)

बिड विवरण/Bid Details Searched String: RAGULATOR ASSY RH

RH View Box, Humidity Chamber, RELAY FRAME ASSY.,MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Rheumatoid Factor Test Kit - RA Test Kit (V2), Caution / Crime Scene Tape (V2), Auramine Rhodamine Stain, Ammonium thiocyanate, Potassium Thiocyanate, Rheostat Kit For Educational Purpose, Thermocouple Standards Platinum / Platinum Rhodium

Searched String: FUAL FILTER CUM WATER SEPARATOR

Fuel Water Separator, Manual Needle Cum Syringe Hub Destroyer, Filter cum Pressure Regulator, Spiral Separator, Advance Fire Monitor (V2), Portable Water Purifiers or Filters, Alkaline water ionizer machine, Laboratory Filter Papers

Searched String: SPRING LEAF

Bay Leaf, BACKPACK LEAF BLOWER, Dog Squad Van (MHA), Leaf Area Meter, File/Folder (V3), Tea Leaf (चाय पत्ती), Safety Relief Valves- Spring Loaded, Leaf Plate Making Machine, LCR Meter, Leaf colour chart (LCC)

Searched String: MASTER CYLINDER REPAIR KIT

Hydraulic Cylinder Seal Kit, Vehicle Servicing and Repairing Kit (Gujarat Govt), Laboratory Vials (V2), Electric Appliances Repairing Kit (Gujarat Govt), Footwear Repairing Kit (Mochikam) (Gujarat Govt), Lumbo Sacral Belt Kit (Size - Large) with Packing Box (Alimco), Mobile Repairing Kit (Gujarat Govt), Electric Appliances Repairing Kit (GRIMCO Gujarat Govt), Puncture Kit (Gujarat Govt) as per IS 996, Locking Compression Plates (V2)

Searched String: FUEL WATER SEPARATOR

Fuel Water Separator, water baths, Spiral Separator, Specific Gravity Separator, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Electrostatic Roll Separator, Environmental Chamber, book page separator, Upcycled Book Page Separator, Bi Double Distillation Water Unit (V2)

Searched String: LIGHT ASSY INDICATOR FRT DIRECTION

LCR Meter, Outdoor RF Antenna, Medical Training kit with Human mannequins for medical education or training

Searched String: CLUTCH MASTER CYLINDER REPAIR KIT

Pressure Plate, Hydraulic Cylinder Seal Kit, Laboratory Vials (V2), Vehicle Servicing and Repairing Kit (Gujarat Govt), Electric Appliances Repairing Kit (Gujarat Govt), LCR Meter, Footwear Repairing Kit (Mochikam) (Gujarat Govt), Mobile Repairing Kit (Gujarat Govt), Lumbo Sacral Belt Kit (Size - Large) with Packing Box (Alimco), Puncture Kit (Gujarat Govt) as per IS 996

Searched String: CAP ASSY RADIATOR

Radiator as per Drawing (BHEL), Medical Caps Conforming to IS 17629, RELAY FRAME ASSY.,MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Radiator Hose as per IS 2765, Cap Glacier, Welding Cap, Centrifuge Tubes (V2), Blanking cap, Neopren Cap, Radiation protective Lead

GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS

बिड विवरण / Bid Details	aprons with accessories
	<p>Searched String: DOOR LOCK ASSY LH</p> <p>Access Controlled Handle Door Lock, Fire Hose Cabinet, Steel Almira / Cabinets (V4)</p> <p>Searched String: HYDRAULIC JACK 12 TON WITH HANDLE</p> <p>jacks hydraulic, Hydraulic Jacks for Automobiles Conforming to IS 4552 (Part 2)</p> <p>Searched String: FUEL INJECTION PUMP VP 37 VE DISTRIBUTE</p> <p>Fuel Injection Pump Assembly</p> <p>Searched String: ASSY 8 TON HYD JACK WITH HANDLE</p> <p>Hydraulic Jacks for Automobiles Conforming to IS 4552 (Part 2), jacks hydraulic</p> <p>Searched String: CAP TYRE VALVE TYPE HEAD 880Z TR VC 2</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: FUSE 15 AMP</p> <p>Glass Fuse, Carriers and bases in rewirable type electric fuses conforming to IS 2086, Switch Disconnectors and Fuse Combination Units (Switch Fuse Unit) Conforming To IS/IEC 60947 (Part 3), Fipronil 15% + Flonicamid 15% WDG (Water Dispersible Granules), Copper alloy Taps/Stop Valves (V2) Conforming to IS 8931, Cylindrical Fuses, HRC (High Rupturing Capacity) Fuse Conforming to IS/IEC 60269 (Part 2), Bucket Mop Wringer Trolley, Drop Out Fuses, Medical Centrifuge</p> <p>Searched String: FUSE 10 AMP</p> <p>Glass Fuse, water baths, Carriers and bases in rewirable type electric fuses conforming to IS 2086, Switch Disconnectors and Fuse Combination Units (Switch Fuse Unit) Conforming To IS/IEC 60947 (Part 3), Cylindrical Fuses, Nitrile Coated/Nitrile Hand Gloves (V2), HRC (High Rupturing Capacity) Fuse Conforming to IS/IEC 60269 (Part 2), Drop Out Fuses, Humidity Chamber, Metsulfuronmethyl 10%+Chlorimuronethyl 10%WP (Wettable Powder)</p> <p>Searched String: SHOVEL GS MK III</p> <p>Goggles GS MK - 2 (Defence), Ice Axe with Shovel (Defence), Survival Blanket MK 1, Snow Shoes Truger, MK - 2, Mess Tin (Defence)</p>
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> OEM Spares for Automobiles
बीओक्यू शीर्षक /BOQ Title	mt sp
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)

बिड विवरण/Bid Details	
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	9 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,Certificate (Requested in ATC),OEM Annual Turnover,Compliance of BoQ specification and supporting document *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	REGULATOR ASSY RH
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days

बिड विवरण/Bid Details

निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	1996810
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	60000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Officer Commanding, 119 (I) Inf Bde Gp OMC
119 I Inf Bde Gp OMC, Department of Military Affairs, Indian Army, Ministry of Defence
(Manoj Kumar Singh)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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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 amended and 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 relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting 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 Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience 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 Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the

completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

12. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to

next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

RELAY

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	39	15

ASSY REAR VIEW MIRROR

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

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1	*****	*****CHAMPAWAT	34	15

HALOGEN BULB

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

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1	*****	*****CHAMPAWAT	33	15

FUNNEL FUEL

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

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1	*****	*****CHAMPAWAT	32	15

STARTER MOTOR 24 VOLTS

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

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1	*****	*****CHAMPAWAT	36	15

SPEEDOMETER

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

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1	*****	*****CHAMPAWAT	20	15

ELEMENT FUEL WATER SEPARATOR

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

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1	*****	*****CHAMPAWAT	20	15

ASSY OIL FILTER

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

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1	*****	*****CHAMPAWAT	18	15

ARM WIND SCREEN WIPER

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

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1	*****	*****CHAMPAWAT	17	15

AIR FILTER SAFETY

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

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1	*****	*****CHAMPAWAT	17	15

STATOR ENGINE GENERATOR

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

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1	*****	*****CHAMPAWAT	15	15

REGULATOR ASSY RH

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

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1	*****	*****CHAMPAWAT	11	15

FUEL FILTER CUM WATER SEPARATOR

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

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1	*****	*****CHAMPAWAT	11	15

SPRING LEAF

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

तकनीकी विशिष्टियाँ /Technical Specifications

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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	10	15

MASTER CYLINDER REPAIR KIT

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

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1	*****	*****CHAMPAWAT	10	15

FUEL WATER SEPARATOR

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

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1	*****	*****CHAMPAWAT	10	15

LIGHT ASSY INDICATOR

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

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1	*****	*****CHAMPAWAT	9	15

CLUTCH MASTER CYLINDER

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

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1	*****	*****CHAMPAWAT	7	15

CAP ASSY RADIATOR

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

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1	*****	*****CHAMPAWAT	15	15

DOOR LOCK ASSY LH

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

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1	*****	*****CHAMPAWAT	6	15

HYDRAULIC JACK 12 TON

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

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1	*****	*****CHAMPAWAT	6	15

FUEL INJECTION PUMP

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	5	15

ASSY 8 TON JACK

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	4	15

CAP TYRE VALVE

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	735	15

FUSE 15 AMP

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	386	15

FUSE 10 AMP

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	301	15

SHOVEL GS MK 111

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****CHAMPAWAT	300	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 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Forms of EMD and PBG

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

Officer Commanding 119 OMC

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.

3. 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 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Item is required as per DGQA specification.

2. **Risk and Expense (Para 7.14 of DPM 2009).**

(a) Should the stores or any installment thereof not be delivered within the time or time 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) 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 from any other source 7 / 10 as he thinks fit, other stores of the same 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.

3. **Liquidated Damages (Para 7.10 of DPM 2009).** In the event of the Seller's failure to submit the Bonds, Guarantees and do comments, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract, the Buyer may also deduct from the seller as agreed. Liquidated Damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay of part of a week.

Termination of a Concluded Contract (Para 10.10 of DPM 2009). A contract may be terminated in the following circumstances:-

(a) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.

(b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

- (c) When both parties mutually agree to terminate the contract.
- (d) When the item offered by the supplier repeatedly fails in the inspection and / or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- (e) Any special circumstances, which must be recorded to justify the cancellation of termination of a contract.

4. **Fall Clause.** Fall Clause as per Para 7.18 of DPM 2009.

5. The Technical Evaluation Committee will invite only those Vendors who meet essential parameters for technical presentation and clarification with respect to qualitative requirements at the place decided by the Board of Officers for doing physical and field evaluation for ascertaining compliance of qualitative requirement of the product being offered.

6. **Technical Presentation.** Technical Evaluation Committee will do and filed evaluation for ascertaining compliance of qualitative requirement of the product being offered. The Vendors will be required to produce qty **01 Piece** of the product offered to the Army for the filed evaluation, which will be carried out by the nominated unit/formation in Snow Surface/geographical conditions for a period of two weeks by a cross section of users, as deemed fit by the nodal formation. Any extension of time limit for providing product, for field evaluation, will not be given to any Vendor.

7. No Chinese components.

8. Seller must be attach EMD an amount of Rs 58,515/- (Rupees Fifty Eight Thousand Five Hundred Fifteen only) in favour of LPO, 119 OMC.

9. **Shelf Life.** Shelf life should be minimum 01 Years.

1.1 Brochure/Technical Manual of the item should be provided by the OEM/Authorised vendor .

1.2 In Case of OEM/Authorised vendor, copy of agreement valid upto and covering the warranty period must be provided.

1.3 **Shelf Life.** Shelf life should be minimum **05 Years.**

1.4 **Warranty.**

1.4.1 Warranty of minimum **05** years OEM warranty.

1.4.2 Warranty certificate for minimum 05 years of warranty.

1.5 Vendors to comply with rule of GFR-2017.

1.6 OEM and bidders should provide declaration that they are not blacklisted by any Government Organization of Agency.

1.7 List of accessories along with item/equipment should be clearly mentioned and provided.

1.8 List of any spare parts to be mentioned clearly.

1.9 No Chinese components will be used and certification to the effect will be provided by the Vendor.

1.10 Local content certificate.

1.11 If considered necessary, Technical Evaluation Committee may invite those vendors who meet essential parameters for technical presentation/ clarification within 03 days of bid opening

1.12 **Liquidated Damages (Para 7.10 of DPM 2009).** In the event of the Seller's failure

to submit the Bonds, Guarantees and do comments, supply the stores/goods and conduct trials, in stallation of equipment, training, etc as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract, the Buyer may also deduct from the seller as agreed. Liquidated Damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay of part of a week.

1.13 Fall Clause. Fall Clause as per Para 7.18 of DPM 2009.

1.13.1 The price charged for the stores supplied under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the stores or offers to sell stores of identical description to any persons/organisation including the purchaser or any department of the Central Government as the case may be during the period or till the performance of all supply orders placed during the currency of the rate contract is completed.

1.13.2 If at any time, during the said period the seller reduces the sale price, sells or offers to sell such stores to any person/organisation including the Buyer or any deptt, of central govt or any department or the state govt or any statutory undertakings of the central or state government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchase/contracting authority and the price payable under the contract for the stores of such reduction or sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

1.13.2.1 Exports by the seller.

1.13.2.2 Sale of goods as original equipment at price lower than charged for normal replacement.

1.13.2.3 Sale of goods such as drugs which have expiry dates.

1.13.2.4 Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous rate contracts as also under any previous contract entered into with the central or state govt. depts, including their undertakings excluding joint sector companies and / or private parties and bodies

1.12 Risk and Expense clause:-

1.12.1 Should the stores or any installment thereof not be delivered within the time or time 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.

1.12.2 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.

1.12.3 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 from any other source 7 / 10 as he thinks fit, other stores of the same similar description to make [good:-](#)

1.12.3.1 Such default.

1.12.3.2 In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

1.13 Force Majeure Clause (Para 10.9 of DPM 2009). Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (10 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about by the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be av

vided for, and which has caused the non -performance or delay in performance, such as war, turn oil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract as per para 10.9 of DPM 2009.

1.4 Termination of a Concluded Contract (Para 10.10 of DPM 2009). A contract may be terminated in the following circumstances: -

1.14.1 When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.

1.14.2 When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

1.14.3 When both parties mutually agree to terminate the contract.

1.14.4 When the item offered by the supplier repeatedly fails in the inspection and / or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

1.14.5 Any special circumstances, which must be recorded to justify the cancellation of termination of a contract.

1.15 Equipment / Items must be provided by Vendor as per CCQR attached at Buyer Specification Document in the Bid.

1.16 **Transfer and Sub - letting (as per DPM 2009).** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

1.17 Consignee Details The stores will be delivered to 119 (I) Inf Bde Gp OMC, Champawat, Near Hundai Showroom, District-Champawat, State-Uttarakhand, PIN-262523 for inspection and acceptance.

1.18 EMD will be 3%

1.19 The Technical Evaluation Committee will invite only those Vendors who meet essential parameters for technical presentation and clarification with respect to qualitative requirements at the place decided by the Board of Officers for doing physical and field evaluation for ascertaining compliance of qualitative requirement of the product being offered.

1.20 **Technical Presentation.** Technical Evaluation Committee will do and file evaluation for or ascertaining compliance of qualitative requirement of the product being offered. The Vendors will be required to produce sample of the product offered to the Army for the filed evaluation, which will be

carried out by the nominated unit/formation in Snow Surface/geographical conditions for a period of two weeks by a cross section of users, as deemed fit by the nodal formation. Any extension of time limit for providing product, for field evaluation, will not be given to any Vendor.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel

the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. 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 the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the 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 Payment of 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 any other 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 and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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 भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---