

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	05-06-2026 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	05-06-2026 19:30:00
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	16281
वस्तु श्रेणी / Item Category	BOQ 1 , BOQ 2 , BOQ 3 , BOQ 4 , BOQ 5 , BOQ 6 , BOQ 7 , BOQ 8 , BOQ 9 , BOQ 10
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	NK(SCALE OF GEN HAND TOOLS), Scale Of Gen Tools For Unit Test Eqpt, ROHACELL 51WF-5X1100X2000, Polymethacrylimide Foam Rigid 5Mm Thick, 04-0001, Pneumatic Tyre-4.50 X10, NK(DCP FIRE EXTINGUNISHER), Dcp Fire Extingunisher 2Kg, 6145-006254, Transparent 1" (Tixo), 250 IIN, Tape Adhesive Flatback Paper, 8040-000016, Dendrite, 5350-000006/CASD, Cloth Emery Corundum Of Sheet 297X210Mm, 1122-5303-77, Humidity Indicator Paper, 3415-00020, Machine Grinding Tool &Cutter Duty Aircr
	<p>Searched String: NK(SCALE OF GEN HAND TOOLS), Scale Of Gen Tools For Unit Test Eqpt</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: ROHACELL 51WF-5X1100X2000, Polymethacrylimide Foam Rigid 5Mm Thick</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: 04-0001, Pneumatic Tyre-4.50 X10</p> <p>Valves for Pneumatic Tyres conforming to IS 9081, Pneumatic Tyres For Passenger Car Vehicles - Diagonal And Radial Ply Marked to IS 15633, Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636, Flaps for Pneumatic Tyres and Tubes (V2) Conforming to IS 9168, Solid Cushion Tyres (V3), Tubes for</p>

	<p align="center">बिड विवरण / Bid Details</p>
<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Pneumatic Tyres ISI Marked to IS 13098, PNEUMATIC TYRES FOR TWO AND THREE-WHEELED MOTOR VEHICLES, QUADRICYCLES AND E-RICKSHAW/E-CARTS marked to IS 15627, SEWAGE TREATMENT PLANT, Radio Frequency CO - Axial Cable Flexible, Type R 50 - 7 - A04 as per IS 11967 (Part 1 / Set 4), Sterile Hypodermic Needles for Single use (V2)</p> <p>Searched String: NK(DCP FIRE EXTINGUNISHER), Dcp Fire Extingunisher 2Kg</p> <p>Dry Chemical Powder for Fire Fighting (Potassium Bicarbonate Base Urea Reaction Product) Type - A, Portable Fire Extinguishers (V3) ISI Marked to IS 15683, Automatic Fire Ball for Fire - Extinguishing, Dry Chemical Powder (DCP) as per IS 4308, Wheeled Fire Extinguishers (V3) ISI Marked to Is 16018, High Capacity Portable Pump For Fire Fighting Conforming To IS 12717, Fixed Clean Agent Gas based cylinderless Fire Suppression System, Fire Breathing Apparatus SCBA as per IS 10245 (Part 2), FOAM CONCENTRATE FOR PRODUCING MECHANICAL FOAM FOR FIRE FIGHTING (V2) Conforming to IS 4989, Fire Hose Cabinet</p> <p>Searched String: 6145-006254, Transparent 1" (Tixo)</p> <p>Laboratory Vials (V2), Milking Machine, Helmet Combat Fiberglass as per Defence specification, Laboratory Vials (V3)</p> <p>Searched String: 250 IIN, Tape Adhesive Flatback Paper</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: 8040-000016, Dendrite</p> <p>M - Seal as per IS 9197</p> <p>Searched String: 5350-000006/CASD, Cloth Emery Corundum Of Sheet 297X210Mm</p> <p>Emery Cloth</p> <p>Searched String: 1122-5303-77, Humidity Indicator Paper</p> <p>Phenolphthalein indicator (V2)</p> <p>Searched String: 3415-00020, Machine Grinding Tool &Cutter Duty Aircr</p> <p>Universal Tool and Cutter Grinding Machine, Hydraulic Horizontal Surface Grinders, Portable Pipe Threading Machine</p>
<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> Expanded Polyethylene Foam
<p>बीओक्यू शीर्षक /BOQ Title</p>	<p>BOQ BOQ</p>
<p>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</p>	<p>71 Lakh (s)</p>

बिड विवरण/Bid Details	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/ Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 71 (in lakhs)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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?	No
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	H1-Highest Priced Bid Elimination
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	BOQ 1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details

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	284645

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).	14

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

Comdt
The Comdt, Casd, Department of Military Affairs, Indian Army, Ministry of Defence
(The Comdt)

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 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 (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.
2. 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.
3. 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.
4. 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.

5. 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.

6. 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.

7. 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.

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

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

BOQ 1

(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.

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****SOUTH WEST DELHI	376	180

BOQ 2

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****SOUTH WEST DELHI	91	180

BOQ 3

(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

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****SOUTH WEST DELHI	11	180

BOQ 4

(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.

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

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****SOUTH WEST DELHI	19	180

BOQ 5

(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.

परिषिती/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	*****	*****SOUTH WEST DELHI	5866	180

BOQ 6

(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	*****	*****SOUTH WEST DELHI	105	180

BOQ 7

(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	*****	*****SOUTH WEST DELHI	149	180

BOQ 8

(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	*****	*****SOUTH WEST DELHI	9556	180

BOQ 9

(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	*****	*****SOUTH WEST DELHI	94	180

BOQ 10

(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	*****	*****SOUTH WEST DELHI	14	180

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

1. Certificates

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

2. Generic

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

3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

4. **Certificates**

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

5. **Generic**

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I M/s.

FIRM NAME

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

6. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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.

7. **Forms of EMD and PBG**

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

THE COMDT
payable at
CASD DELHI CANTT-10

. 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.

8. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

CENTRAL AVIATION SUPPORT DEPOT, DELHI CANTT-10

TERMS & CONDITIONS OF GeM BID DOCUMENTS FOR ACCEPTANCE OF BID

Note:- All below mentioned terms & conditions are necessary and should be complied by the bidder along with GeM terms & conditions on firm letter head. The same should be uploaded with their bid documents. If the terms & conditions are not complied and uploaded with the bid, submitted bid by bidder will be treated as rejected at Technical Evaluation (TEC) stage.

1. The online Bid is invited by the Commandant for and on behalf of the President of India from any of the following sellers for supply of ibid tendered items, proof of the same should submit along with the bid :-

1.1 OEM of same/ similar category items.

1.2 OES authorised by OEM of same/ similar category items.

1.3 Past Supplies of same/ similar category items to any Government Aviation Departments.

2. **Schedule of Requirements.** List of the items is as follows: -

2.1 NK(SCALE OF GEN Scale Of Gen Tools For Unit Test Eqpt 376 Nos
HAND TOOLS)

2.2 ROHACELL 51WF-5X1100X2000 Polymethacrylimide Foam Rigid 5Mm Thick 91M2

2.3 04-0001 Pneumatic Tyre-4.50 X10 11 Nos

2.4 NK(DCP FIRE EXTINGUNISHER) Dcp Fire Extingunisher 2Kg 19 Nos

2.5 6145-006254 Transparent 1" (Tixo) 5866 Roll

2.6 250 IIN Tape Adhesive Flatback Paper 105 Roll

2.7 8040-000016 Dendrite 149 Nos

2.8 5350-000006/CASD Cloth Emery Corundum Of Sheet 297X210Mm 9556 Nos

2.9 1122-5303-77 Humidity Indicator Paper 94 Nos

2.10 3415-00020 Machine Grinding Tool &Cutter Duty Aircr 14 Nos

3. **Delivery Period** Delivery period for supply of items would be 180 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Bid Security Declaration.** In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids. Bid Security declaration certificate to be uploaded with bid documents.

5. **Eligibility to Participate**

5.1 Subject to provisions in the bid, this invitation for Bids is open to all bidders who fulfil the following 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.

5.2 Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 5.1 above.

5.3 The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should submit a certificate with giving out following declaration along with bid: -

5.3.1 Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process

5.3.2 Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department

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5.3.3 Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for :-

5.3.3.1 Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

5.3.3.2 Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

5.3.3.3 Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

5.4 Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/blacklisted/ banned/ debarred as above.

6. **Technical Details.** The seller should guarantee to meet all the technical specifications as given at appendix.

7. This bid is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Bid documents, should it become necessary at any stage.

8. **OEM Authorisation Certificate.** In case the Bidder is not the OEM or Past Supplier of same/similar items, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification. Such quality certification arrangements are to be as per the satisfaction of the Purchaser and his Quality Assurance Organisation/ AHSP (If applicable).

9. **Financial Standing** The bidder should be asked to include following information and document with the bid regarding their financial standing: -

9.1 Bank certificate of credit worthiness of the firm as per format attached (Only recently issued by bank may acceptable).

9.2 Proof of financial turnover of minimum **71 Lacks** for the last three financial years (change number of years as applicable), ending 31st March of the previous financial year (hereinafter called 'The Relevant Date') duly authenticated by a reputed Chartered Accountant.

9.3 The firm should not have suffered any financial loss in the last three financial years (change number of years as applicable), ending 31st March of the previous financial year (hereinafter called 'The Relevant Date'). This will be verified through audited balance sheet.

9.4 Details of Income Tax Return filed by the firm during the past 3 assessment years (change number of years as applicable), ending 31st March of the previous financial year (hereinafter called 'The Relevant Date'),

10. **Capacity Verification.** -Firms not registered with DGAQA or any other Govt agencies must submit requisite document for capacity assessment to the purchaser (failing which these firms may be disqualified at TEC stage). If required & considered necessary, a composite delegation may be deputed to assess the Facility/ Capability/ Capacity of vendor.

11. **Advance Sample.** After award of contract the seller shall submit quantity one of the items as advance sample to Buyer within 45 days from the date of contract, if required by the buyer. Buyer will issue clearance for advance sample. In case of failure of any sample, the entire lot will be rejected. No claim by the seller whatsoever shall be entertained thereafter.

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12. **Liquidated Damages.** In the event of the Seller's failure to supply the stores/goods /any installment thereof as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price (total cost including elements of GST, freight/transportation) of stores, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price (total cost including elements of GST, freight/transportation). Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

12.1 In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/incidental works/services supplied with delay.

12.2 Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

13. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, the buyer shall have the right to terminate the contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date in any of the following cases:

-

13.1 The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services / achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than _____ as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall contract, whichever is earlier.

13.2 The Seller is declared bankrupt or becomes insolvent.

13.3 The performance in whole or in part or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 days, provided Force Majeure clause is included in the Contract.

13.4 The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in position to either rectify the defects or offer items conforming to the contracted quality standards.

13.5 **Contract can be cancelled (fully/ partly)** unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

13.6 The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

13.7 The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly to influence the award of the Contract.

13.8 Any special circumstances that are to be recorded to justify the termination of the Contract

13.9 As per decision of the Arbitration Tribunal.

14. **Tolerance Clause.** To take care of any changes in the requirement during the period starting from issue of bid till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods /services up to a limit of 25%, without any change in the terms & conditions and the prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

15. **Inspection Authority.** The inspection will be carried out by constituted Bd of Officers by the Buyer.

16. **Warranty.** Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores and articles sold/ supplied to the Buyer under this Contract shall be of the best quality and workmanship and new in all respects, and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Contract. The Seller hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/ stores/ articles to the Buyer or 15 months from the date of shipment/ dispatch from the Seller's works, whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 12/ 15 months, the said goods/ stores/ articles are discovered to be not conforming to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Buyer in that behalf shall be final and binding on the Seller, and the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof, as is found to be defective by the Buyer within

a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/ stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

17. **Correctness of the Quality and Quantity.** On receipt of stores at consignee's premises at CASD Delhi Cantt, the stores are checked for ascertaining the correctness of quality, quantity and document. In case the stores are found deficient in any way, the consignee has the right to reject the stores even if these were inspected and cleared by the inspector.

18. The supplier shall be responsible for the safe delivery of the stores at the consignee's end and transit damage if any shall be promptly attended by him.

19. **Transportation.** Store in good condition will be delivered free at consignee premises at CASD Delhi Cantt-10.

20. **Performance security/ PBG.**

20.1 **For Indigenous cases.** As per details given in Bid

20.2 **Foreign cases.** Not Applicable

21. **Option Clause.** Under this clause, the Purchaser retains the right to place orders for additional quantity up to a maximum of **50%** of the originally contracted quantity at the same rate and terms of the contract. This option is available during the original period of contract provided this clause had been incorporated in the original contract with the supplier. Option quantity during extended DP is to be limited to 50 % of balance quantity after original Delivery Period. This clause may be exercised in case of procurement from single vendor/OEM also subject to there being no downward trend in prices.

22. **Force Majeure clause.**

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

22.2 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

22.5 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

23. **Responsibility of the Contractor for Executing Contract.**

23.1 **Risk in the Store.** The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The store and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the Contractor his agent or servants shall remain in every respect at the risk of the Contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the contract until delivery to the person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for the loss, destruction, damages or deterioration of or to the stores from any cause whatever while the store after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee. The Contractor shall alone be entitled and responsible to make claims against Railway administration or other carrier in respect of non-delivery short delivery, miss-delivery, loss destruction damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or interim consignee as the case may be.

23.2 **Consignee Right of Rejection** Notwithstanding any approval which the Inspector may have given in respect or any part of portion thereof or any materials or other particulars or the works of workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the directions of the Inspector) and not

withstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to reject the stores or any part portion or consignment thereof within 45 days after actual delivery thereof to him reckoned from the date of receipt of complete equipment with spare and accessories as ordered if such stores or parts, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise however.

23.3 Provided that where, under the terms of the contract the store are required to be delivered to an interim consignee for the purpose of dispatch to the consignee the store shall be at the purchaser's risk after their delivery to the consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the store or any part, portion or consignment thereof upon their actual delivery to him at the destination if any are not in all respect in conformity with the terms and conditions of the contract except where they have been damaged or have deteriorated in transit or otherwise after their delivery to the interim consignee.

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

24.1 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 offer to sell stores of identical description to any persons/ Organisation, including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be during the period till performance of all obligations including warranty under the Contract/ all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

24.2 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 Department, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to: -

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24.2.1 Exports by the Seller.

24.2.2 Sale of goods as original equipment at price lower than the prices charged for normal replacement.

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

24.2.4 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 contracts entered into with the Central or State Government Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

25. **Risk & Expense clause**

25.1 Should the stores or any instalment thereof not be delivered within the time or times specified in the Contract documents, or if defective delivery is made in respect of the stores or any instalment 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 (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default.

25.2 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 by the Buyer in the prescribed manner, 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.

25.3 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, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

25.3.1 Such default.

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

25.4 Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100% of the value of the contract.

25.5 The manner and method of such procurement from other source shall be at the discretion of the Buyer and it shall not be necessary for the Buyer to notify the Seller of such procurement

26 **Franking Clause.** The following Franking clause will form part of the Contract placed on the successful Bidder: -

26.1 **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract."

26.2 **Franking Clause in the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract."

27. **Payment Terms.** As per details given in bid.

28. **Part-Dispatch/ Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and c

corresponding payment will be released to the SELLER after accepting stores post inspection.

29. The bidder should submit Certificate of acceptance all terms & conditions of Bid documents on Firm's letter head along with bid.

30. The bidder should submit Non-Disclosure Declaration certificate on Firm's letter head,

31. The bidder should submit all the specified documents asked for in the bid along with their bid.

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FORMAT FOR BANK CERTIFICATE OF CREDIT WORTHINESS

Bank Name

Address

TO WHOMSOEVER IT MAY CONCERN

It is hereby informed that M/s _____ (Firm name with address) having its registered office at _____ is banking with _____ & A/c No _____ last ___ Yrs.

It is certified that conduct of the account is satisfactory and the firm has credit worthiness of Rs _____. The same is issuable by bank on request of customer.

Seal of Bank

Date _____
ith stamp)

(Sig of bank Manager w

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FORMAT FOR BID SECURITY DECLARATION CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

1. It is certify that M/s (Vendor's Name) _____, (Address) _____, is a registered firm with (Name of organization under Ministry/ Departments) _____. As per Rule 17 0 (iii) of GFR 2017, this bid security declaration certificate is issued in place of Earnest Money Deposit (EM D).

2. I/We, M/s. hereby declare that I/ We are seeking exemption from EMD and I/ We are liable to be b lacklisted if I/ We withdraw or modify our bids during the period of bid validity or if I/We are awarded the c ontract and I/ We fail to sign the contract or to submit a performance security before the deadline defined in the request for bid document, I/We will be suspended for the period of time specified in the request for b id document from being eligible to submit bids for contracts with the entity that invited in the bids.

Regards,

Thanking You,

(M/s _____ firm's Name)

Designation

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---