

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	17-06-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-06-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम / Department Name	Department Of Jammu, Kashmir And Ladakh Affairs
संगठन का नाम / Organisation Name	Jammu And Kashmir Police
कार्यालय का नाम / Office Name	Hg Cd And Sdrf Jk
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	ighg@jkpolice.gov.in
कुल मात्रा / Total Quantity	210
वस्तु श्रेणी / Item Category	Backpacks - Rucksack - Forty Liter (MHA) (Q3) , Boot Ank Jungle Boot Direct Moulded Pu Sole In Pairs as per FDDI s (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	44 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
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, Ce (Requested in ATC), OEM Authorization Certificate, OEM A Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
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 re during the tender/bid process will also be displayed to ot 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	3
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	3
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	Backpacks - Rucksack - Forty Liter (MHA)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Quality Assurance Plan document	1780384956.pdf
अनुमानित बिड मूल्य / Estimated Bid Value	1124000
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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Schedule 1 ईएमडी राशि/EMD Amount (In INR)	5000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	40000

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटे केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMC The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per Ge the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemp EMD. Traders are excluded from the purview of this Policy.

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

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

लाभार्थी /Beneficiary :

SSP (DDO)

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

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as a applicable time to time)
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

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

3. 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.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per 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 be given to Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder shall submit a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local content addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is less than 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost accountant for OEMs other than companies as per Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of document.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public 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 Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for goods, the bidder must be the Service provider of the offered Service. 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 purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of goods, product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted with product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preferential Procurement) 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 the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance 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 used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

8. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representative

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/ pre-shipment inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place indicated in contract. Inspection Fee/ Charges (as pre-agreed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, the buyer may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the goods are to be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be required for satisfying himself that the stores are being and or have been manufactured in accordance with the technical part of the contract governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of facilities at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of inspection shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as may be fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground with respect to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by the seller.

The Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision regarding the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores.

recognised Government or purchaser's mark.

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

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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category
Schedule 1	200000	Backpacks - Rucksack - Forty Liter (mha)
Schedule 2	924000	Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs As Per Fddi Specification

Backpacks - Rucksack - Forty Liter (MHA) (100 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement Values)
SPECIFICATION	Governing Specification	Conforming to QR/specification as approved by MI letter No.U.II.13/ 2009-11-Prov (CoBRA) Dt 26-2-2013 corrigendum dated 13-03-2013 (specification Upl Conforming to QR/specification as approved by MI letter No.U.II.13/ 2009-11-Prov (CoBRA) Dt 26-2-2013 corrigendum dated 13-03-2013, Black in Colour fo
MATERIALS	Material	Cordura 725 denier fabric, MIL-C-43734 Class-III te Nylon Duck Cloth, Nylon 6-6 multifilament texturiz
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes, No
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes, No, Not Applicable

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Del
1	Neeraj Kumar Sharma	180004,2nd Floor APHQ complex, Gulshan Ground Gandhi Nagar Jammu	100	90

Boot Ankle Textile Jungle Boot Direct Moulded Pu Sole In Pairs As Per FDDI Specification pairs)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirements Values)
SIZE	Size	5, 6, 7, 8, 9, 10, 11, 12, Assorted sizes (5, 6, 7, 8, 12) as per buyer's requirements
COLOUR	Colour	Olive Green, Brown, Black, Disruptive
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	YES, No
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes, No, Not Applicable

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Del
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Del
1	Neeraj Kumar Sharma	180004,2nd Floor APHQ complex, Gulshan Ground Gandhi Nagar Jammu	110	90

Special terms and conditions-Version:1 effective from 04-05-2020 for category Backpacks - Rucksack - I (MHA)

1. After award of contract, if desired by Buyer, Seller shall have to get Advance Sample approved from Buyer before manufacturing / starting Bulk Supplies.

Special terms and conditions-Version:1 effective from 04-05-2020 for category Boot Ankle Textile Jungle Direct Moulded Pu Sole In Pairs as per FDDI specification

1. After award of contract, when specified in the Bid, Seller shall have to get Advance Sample(s) approved by Buyer before starting Bulk Supplies. The Seller shall submit the Advance Sample(s) within 7 days from the date of receipt of the order. The buyer shall approve or otherwise the Advance Sample(s) within 7 days from the date of receipt of the Advance Sample(s).

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

2. OEM

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

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. 1 sample for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications for approval, either approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modification communicated by Buyer. If there is delay from buyer side in approval of advance sample - the delivery period shall be extended without LD for the period of delay in sample approval. In case, the sample is found to have major deviations from the Contract specifications, the buyer at its discretion may call for fresh samples for approval before starting bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of samples in bulk, before the sample has been approved and accepted, 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. **Forms of EMD and PBG**

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

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

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

5. **Forms of EMD and PBG**

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

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

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to en of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of

8. **Certificates**

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

9. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added ATC Clauses - Summary

1. Supersession Clause

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

2. Mandatory Uploads at Bid Submission

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

3. Mandatory Sample : Every Bidder has to submit sample of the equipment within 10 days of bid opening date for technical evaluation failing which Bid shall be liable for rejection.

4. Earnest money Deposit.

Traders /resellers having valid OEM authorization or OEMs participating themselves in the bid

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

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

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

5. Proven Track Record (Clause 10)

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

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

6. Detailed Compliance Format (Clause 11)

- Parameter-wise compliance in this format:

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

7. Make & Model Declaration (Clause 12)

- Upload in this format:

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

- No external hyperlinks allowed for specs/data sheets.

8. Penalties & Delivery Terms

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

9. Legal Jurisdiction

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

10. General Conditions

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

11. Upload Requirements (Clause 19-20)

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

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

12. Dispatch Conditions (Clause 21)

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

13. Critical Notes for Bidders

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

14. Checkup: -

The actual performance of the AVR will be checked by a technical Processing (Evaluation) TPC) in presence of Vendor/Firm representative to ascertain the user's satisfaction before it is accepted on no cost no commitment basis. The Vendor/Firm shall submit sample at Cell No. 180004 HG/CD & SDRF, located in the complex of SDRF 2nd. Bn. Hqrs. Gulshan Ground, Gandhi Nagar, New Delhi - 110004 within 07 days after opening of bid positively. Only the firm whose samples gets approved by the technical Processing (Evaluation) committee (TPC) shall be qualified for financial bid.

Buyer Added ATC Clauses

1. Wherever there is conflict /ambiguity in parameters between the Bid Document/specifications and Buyer Added ATC, parameters/terms & conditions mentioned in Buyer Added ATC shall supersede and shall be applicable.
2. Dully signed and sealed technical specifications compliance sheet with acceptance of bid terms and conditions documents shall be uploaded by the seller along with the bid. The firms that fail to furnish the requested reports/ documents at the time of uploading of a bid shall be summarily rejected and not considered for evaluation.
3. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements relating to copyright and Intellectual Property Rights (IPRs) are caused due to a breach of any such malicious code in embedded software.
4. The firm will be blacklisted if it breaches any of the above-mentioned clauses.
5. Bidders have to submit proofs of supply (purchase order, GST invoice and letter of satisfactory performance) of the offered product of the similar specifications any where in India. The details of at least two purchase orders have to be furnished by the bidder alongwith the bid documents in the following format.

Entity	Complete Address with email and phone numbers	Date of Supply
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6. Bidders shall upload detailed technical parameterwise compliance specifications/ QRs in the following format:

S. No	Technical Parameters	Whether complied (Yes/No)	Deviation, if any (Yes/No)	Deviation Details

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

S. No	Name/Description of the offered item	Make/Model	Remarks

8. If the successful bidder fails to supply the goods of the prescribed specification or fails to deliver the goods within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange supplying or otherwise at the risk and cost of the bidder. The department shall be entitled to forfeit the amount of the EMD/security money and take steps to make good the loss sustained or excess cost incurred by the state in procuring the supplies and other remedies that may be available with the department under law.

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

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

11. Conditional bids will not be accepted/ entertained. It will be summarily rejected.

ed. No other conditions than those mentioned (in the terms set forth) will be retained

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

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

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

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

S. No	Name of document	Page No	
		From	To
1	OEM Authorization Certificate		
2	Authenticated Annual Turnover		
3	Past Performance (if any)		
4	Test Reports		

5	Offered product catalog (If any)		
6	Technical specification compliance		
7	Etc.		

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

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

17. REPLACEMENT: After the acceptance of the stores, if any defects are found therein or any defects therein are found to have developed under proper use arising from faulty store design or workmanship, the seller shall remedy such defects at his own cost provided he is called upon to do so within a reasonable period from the date of acceptance thereof by the buyer who shall state in writing in which respect the stores or any part thereof are faulty.

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

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

11. Buyer Added Bid Specific ATC

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

12. Turnover

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

13. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. 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 of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the complete years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences 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 be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer, 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 / bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period 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 same shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of 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 specific Bid Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders for 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 by bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category. 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, he/she must raise their representation against the same by using the Representation window provided in the bid details field in Seller's dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to award bids if he fails to reply to such representations.

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

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 the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall be 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 conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in 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 भागीदारी करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध व करार और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder who 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 Government of India. 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 and further legal action in accordance with the laws.

---धन्यवाद/Thank You---