

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-05-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-05-2026 15:30:00
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 Defence Production
संगठन का नाम / Organisation Name	Munitions India Limited
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	28
वस्तु श्रेणी / Item Category	AMMONIA LIQUOR 20%
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	AMMONIA LIQUOR 20%
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ammonia, Liquor / Ammonium Hydroxide as per IS 799, Cleaning Duster (V3), Ammonia Printing Machine, Anhydrous Ammonia Conforming to IS 662, Ammonia solution 25%, Diethyl Phenyl Acetamide 20 % (Depa 20 %) (Defence), Quinalphos 20 % AF (Aqueous Flowable), Transmission Fluid T-20-Defence (V2), Fenvalerate 20% Emulsifiable Concentrate Conforming to IS 11997, Bucket Mop Wringer Trolley
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Ammonia, Liquor / Ammonium Hydroxide as per IS 799</li> </ul>
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes   Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes   Complete

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	5
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>विगत प्रदर्शन /Past Performance</b>	50 %
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	Yes
<b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer</b>	Yes
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Auto CRAC Days</b>	20

**बिड विवरण/Bid Details**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	44226

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(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 :**

CHIEF GENERAL MANAGER, HEF  
High Explosives Factory Khadki Pune 411003, Department of Defence Production, Munitions India Limited,  
Ministry of Defence  
(Munition India Limited\_high Explosives Factory)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

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

#### एमएसई खरीद वरीयता/MSE Purchase Preference

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

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
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. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch 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 as indicated in contract. Inspection Fee/ Charges (as pre-greed 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 , initially seller 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 as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars 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 or 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 test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test 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 he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever 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 seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards 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 with a recognised Government or purchaser's mark.

9. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

## **AMMONIA LIQUOR 20% ( 28 metric tonne )**

**(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**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<a href="#">View</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****PUNE CITY	28	180

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

##### 1. 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 %.

##### 2. 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.
- Copy of EFT Mandate duly certified by Bank.

##### 3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

##### 4. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

##### 5. 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.

#### 6. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

1 YEAR

Shelf Life. On the date of supply, minimum

1 YEAR

usable shelf life should be available / balance.

#### 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 9. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## 10. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

CGM/HEF OR HIS REP

Post Receipt Inspection at consignee site before acceptance of stores:  
CGM/HEF OR HIS REP

## 11. 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.

## 12. 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.

## 13. 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.

## 14. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 15. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.  
**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 16. Forms of EMD and PBG

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

MUNITIONS INDIA LIMITED\_HIGH EXPLOSIVES FACTORY  
payable at  
KHADKI, PUNE

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

## 17. Forms of EMD and PBG

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

MUNITIONS INDIA LIMITED\_HIGH EXPLOSIVES FACTORY

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 18. **Ration Item ATCs**

**Demurrage charges** In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

#### 19. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **PART I - GENERAL INFORMATION AND INSTRUCTION FOR BIDDERS**

Part I of the Bid Document contains general information and instructions about the Bid Document such as the date, time, place of submission and opening of bids, validity period of tenders, etc.

**1.1 The CGM/HEF (The Buyer), issued this Custom Bid as open tender enquiry on GeM Portal Invites Bids, on Two Bid basis, from all the vendors for supply of "Ammonia Liquor 20%" of qty. 28 MT + 50% OC.**

**1.2.** The pre-qualification/ eligibility criteria, if any has been prescribed by the Buyer, shall be indicated under this paragraph as sub-paragraphs (i), (ii), (xii), if none has been indicated under this paragraph, the TE shall be open to any bidder desirous of participating in the tender. **Submission of following documents for pre-qualification/ eligibility criteria is mandatory, failing which offer will be rejected.**

- a)** Submit PAN copy,
- b)** Submit GST regn. Copy
- c)** Submit EMD/EMD exemption cert.
- d)** Submit balance sheet of last 3 years
- e)** Submit profit and loss statement of last 3 years.
- f)** Submit of Income tax return of last 3 years.
- g)** Following documents are desirable, though not mandatory.

- a) Proof of last supplies of similar items.
- h) MSEs manufacturing certificate for exemption of EMD & getting purchase preference to MSEs.**
- i) Bid specific MII (Make in India) declaration Certificate mentioning Class-I/ Class-II.**
- j) HEF Compliance statement (part VI) & HEF Specification copy (part II) duly stamped & signed.**

Bidders shall be solely responsible for ensuring timely submission of their sealed Bids (and their related final instruments & documents) by the specified date & time, and in the manner prescribed in the TE. If due to any exigency, the due date for Tender opening is declared as a closed holiday, the Tender opening will be held on the next working day at the same time or on any other day/time, as intimated by the Buyer. Should it so become necessary for the Buyer to extend the Tender opening date, such extended date shall be duly intimated/notified.

**1.3** In the GeM (Custom Bid) various procurement activities are performed online. The contact details of Buyer are as follows-

**Name: Chief General Manager, High Explosives Factory, Khadki, Pune.**

**Email: hefvpv@ord.gov.in**

**Address: HIGH EXPLOSIVES FACTORY, KHADKI, PUNE, MAHARASHTRA (INDIA)-411003**

**Telephone: 020 2532 2412/2413/2414**

**Fax: (020) 25813204**

**1.4 Submission of Earnest Money Deposit (EMD)- Applicable.** Submission of Earnest Money Deposit (EMD)- is an essential requirement to be fulfilled. Bids not accompanied by the EMD specified in the TE shall be treated as invalid Bids. In the instant TE Bidders are required to submit along with their Bids, **EMD for an amount equal to -Rs. 44226/-in the prescribed** form (refer to Part III of the TE). The EMD shall be in favour of **Munitions India Limited \_High Explosives Factory, Payable at Khadki, Pune.**

**1.5** Earnest Money Deposit is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as a manufacturer having UAM number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. The bidders should be asked to furnish EM

D along with their bids.

The EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in an acceptable form. **The EMD is normally valid for a period of forty-five days beyond the final bid validity period.**

EMDs of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

Bidders requiring clarifications on the contents of the TE may request the Buyer through GeM Portal (so as to reach the Buyer not later than fourteen days prior to the date of Tender opening) bringing out unambiguously the specific clarifications needed.

**1.6** The Bid is called for on Two Bids basis, the Bids shall comprise of two parts, namely (i) Technical Bid, and (ii) Financial/ Commercial Bid.

**1.7** Bids cannot be modified after the Bid submission deadline. Similarly, after the Bid submission deadline, Bids cannot be withdrawn till expiry of the Bid validity.

**1.8** In Two-bid system, only the Technical Bids will be opened on the specified Tender opening date and time. Financial Bids of only those firms will be opened, whose Technical Bids are found technically compliant/ suitable on Technical Evaluation by the Buyer. Date of opening of the Financial Bids shall be separately intimated after evaluation of the Technical Bids.

**1.9** During evaluation of Bids, the Buyer may, if so required, ask the Bidder (s) for clarification on the Bid submitted. The request for such clarification shall be through GeM Portal. The clarification furnished by the Bidder should not result in any change in prices or substance of the Bid nor will the same be permitted.

**1.10** Canvassing in any form by the Bidder, unsolicited letter and post-bid amendment/modifications/ corrections shall attract summary rejection of the Bid with forfeiture of EMD.

**\*\*1.11** Bidder should comply with all the Parts of this TE and confirm acceptance of all the clauses of

Part II, Part III, Part IV and Part V of the TE, which shall automatically be part of the consequent contract with the successful Bidder (s) (i.e. Seller in the consequent contract). Failure to confirm acceptance to the clauses mentioned under Part II, Part III, Part IV and Part V of the TE may result in rejection of the Bid submitted by the Bidder. Conditional Bids shall be treated as invalid and rejected. In the manual system, the bidder should sign on each page of the tender document.

**\*\*To this effect all bidders are requested to comply the conditions and comment 'Yes' or 'No' in the space provided in Compliance Statement (Part VI). A duly signed and stamped copy of Compliance Statement to be uploaded in inter alia other documents as mentioned in Clause No. 1.2 above. Non-submission of any of the document(s) may results in disqualification of bidder at technical stage.**

**1.12** The Buyer reserves the right to reject/cancel/scrap the Bid Document or change the quantity of tendered item(s) without notifying any reason whatsoever.

**1.13** In case of any dispute, the decision of the Buyer shall be final and binding on all participants in the tender.

**1.14** Bidders have to submit their bids through GeM portal only. Bids submitted by any other mode shall be treated as invalid.

**1.15. Validity of Bid:** As per GeM bid document. (Mention in GeM bid document)

**PART II - ESSENTIAL DETAILS OF  
STORES REQUIRED BY THE BUYER**

Part II of the GeM bid contains essential details of the Stores/ Services required, such as the Schedule of Requirements, Technical Specifications, Delivery Period, Mode of Delivery, Consignee details, etc.

**2.1.** The Schedule of Requirements, duly indicating the Stores/ Services required, is given below:

	<b>Nomenclature of the Stores/ Service</b>	<b>Specification of the Store/ Description of the Service</b>	<b>Quantity Required</b>
<b>1.</b>	<u>AMMONIA LIQUOR 20 %</u>	<b>SPECIFIC GRAVITY = 0.910 MAX LIQUOR MADE FROM AMMONIA GRADE-2 TO SPECIFICATION IS:799:2023, I II RD REV.,</b>	<b>28 MT + 50% OC.</b>

**2.2 Option Clause: Applicable, Increase or decrease the qty. to be ordered up to 50 percent of bid qty. at the time of placement of contract. Also Increase the ordered qty. by upto 50% of the contracted qty. during the currency of the contract at the contracted rates. (As per GeM Rules)**

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2.3. Technical details of the stores/ service required are given below.

Specifications/drawings details or Type of Service required:

Copy of specification should be obtained from: -QCP & QA&P/HEF

**2.4. Distribution of bid qty.: Not Applicable. 100% Bid qty. will be loaded to L-1 firm.**

**2.5.** The Bidders shall furnish along with their Technical Bid a clause-by-clause Compliance Statement bringing out the compliance (without disclosing the price) of their offer to the TE specifications and duly indicating unambiguously the deviations, if any. The detailed Compliance Statements shall be provided in the format attached herewith.

**2.6. Delivery period for supply of the Stores/ Services shall be 180 Days or as per HEF delivery schedule from the effective date** of the consequent Contract placed on the successful Bidder. The mode/ terms of delivery shall be F.O.R HEF. Reckoning the date of delivery on the basis of the mode/ terms of delivery shall be as given below.

**2.7. Delivery Schedule: @ 5 MT per month or as per HEF requirement.** staggered deliveries (where applicable) required in the TE is given below. In TE with staggered deliveries, the Buyers shall clearly specify here under as to whether the consequent Contract will be an "Entire Contract" or a "Severable Contract". If nothing is specified, the consequent Contract shall be an "Entire Contract".

Sl. No	Quantity to be Delivered	Date of Delivery/ Delivery period	Remarks/ Special Instructions for Delivery

**2.8. (a) Inspection Authority in the consequent Contract shall be CGM/HEF or Authorized Rep.** The mode of Inspection applicable in the consequent Contract shall be (Buyers Inspection). The Inspection applicable in the consequent Contract shall be Buyer Receipt Inspection). CGM/HEF Shall be the Inspection Officer. The firm should furnish the test report of chemical and physical parameters of raw materials used for manufacture of components, fabricated stores, tools and gauges along with chalan. The instruments used for carrying out test as above shall have national traceability and evidence of the same will be furnished in the certificate.

**(b) Place of Inspection:** - High Explosives Factory, Khadki, Pune-411003.

**(c) Pre Dispatch Inspection:** - Not Applicable.

**2.9.** The mode/ terms of delivery required in the bid enquiry is **F.O.R. HEF** to enable equitable comparison of Bids received against the TE, it is necessary that the Bidders quote as per the mode/ terms of delivery specified in the TE.

**2.10.** The FAS, FOB & CIF terms of delivery are applicable only for Stores directly imported from foreign countries against the consequent Contract and not for imports by the Seller under its own arrangement. The CIP terms of delivery are applicable both for domestic as well as imported supplies.

**2.11.** Special instructions on consignee details & other special conditions pertaining to shipment, transportation, etc., if any applicable under this TE, shall be as indicated hereunder.

a) Consignee details: THE GENERAL MANAGER  
HIGH EXPLOSIVES FACTORY KHADKI, PUNE 003  
Phone No. : 020-25819566/67  
Fax No. : 020-25813204  
Email : [hef.ofb@nic.in](mailto:hef.ofb@nic.in) / [hefpv.ofb@nic.in](mailto:hefpv.ofb@nic.in)

b) Packing instructions: .....

c) Shipment/ Transportation instructions: .....

d) Other Special instructions, if any: .....

**2.12. Liquidated Damages:** - The Standard Liquidated Damages percentage is 0.5% per week (or part thereof) of the prices of any stores/ service which the contractor has failed to deliver within the delivery period specified in the contract. There should also be an appropriate maximum limit of such deduction, to be shown as a specific percentage of the contract value of delayed supplies/ services and incorporated in the contract terms. The ceiling of LD is 10%. Liquidated Damages are to be calculated on the basic cost (excluding taxes & duties) as per MoD O.M No. 8(8)/O2P/2018 dated 06.08.2018 or any revision thereof.

**2.13. Price variation clause :** **NOT APPLICABLE, PRICE IS FIRM & FIXED.**

**2.14 Mode of Payment :** **100% payment will be made within 30 days after receipt, inspection, acceptance of material at HEF & submitting all the required documents.**

**2.15.** Extension of contracted delivery period due to reasons attributable to the Seller of the cons

sequent Contract shall be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause as mentioned in Part III.

**2.16 Tenderer should quote rates on F.O.R. HEF basis and also clearly indicate total basic rate (inclusive of all elements such as transportation charges, Govt. Taxes such as GST etc.). Any separate display of Transportation / packing charges etc will be ignored.**

**2.17.** Price bids will be opened only for technically qualified firms.

**2.18 Apportionment of qty : Not Applicable.**

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**2.19. Pre inspection report & Guarantee/warranty report must be submitted by the supplier, along with bulk supply/ tender sample.**

**2.20.** Product quality supplied by the firm should meet all the requirement laid down in Specification/ drawing. If not meeting, supplier has to replace the consignment.

**2.21. Reverse Auction (RA):** Applicable as per GeM Policy, (Elimination of H1 bidder)

**2.22.** Firm should submit quality plan of the item along with quotation.

**2.23.** Deviations if any must be mentioned in the technical bid itself. Any such mention in financial bid will lead to rejection of bid without any communication.

**2.24** In the event where re-testing / re-sampling at Firm's premises is warranted on account of failure in the 1st (First) time inspection sampling, HEF will recover suitable amount towards TA/ DA of the inspection team from the vendor

**2.25 . Public Procurement (Preference to Make in India), Order 2017:** Applicable

**2.26 Public Procurement for MSEs, Order 2012:** Applicable

**2.27 Performance Security Deposit(PSD): Applicable, 5% of the total SO value**

**2.28. In case conflict between Apportionment clause, Public Procurement (Preference to Make in India) Order 2017 clause & Public Procurement for MSEs Order 2012 clause, the order of preference will be,**

1. Public Procurement for MSEs Order 2012 clause.
2. Public Procurement (Preference to Make in India) Order 2017 clause
3. Apportionment clause

**2.29 Quantity Tolerance:** Normally no quantity variation in the supplies under the consequent Contract shall be permitted. However, in justified cases, such excess/ sh

ort supplies may be accepted by the Buyer, subject to the value of such excess/ short supplies not exceeding **five percent** of the original value of the contract, and the payment being admitted only for the actually quantity supplied.

**2.30 Common IP Address:** - Bidders may please note that GeM is capturing and showing the IP address used by the buyer and the bidder(s)/Seller(s). The received bids matching/common IP address with either Bidders(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

### **2.31 Special Terms and conditions:**

1. Firm has to submit pre-inspection report & guarantee/warranty cert. along with bulk supply.
2. Other term and conditions as per MIL Store Procurement Manual 2023 available at [www.munitionsindia.in](http://www.munitionsindia.in).
3. Inspection of the store will be carried out as per QMI of input materials. (If applicable).
4. Vendor must submit compliance w.r.t. MII class & upload MSE document to claim MSE firm benefit.
5. There should not be more than one bid per bidder (including closely related sister concern as defined in GeM GTC)
6. Firm has to submit full set of GST certificate along with proprietor/promoter/Director details.
7. Quality Monitoring Instruction for inspection procedure will be uploaded along with TE. (if applicable)
8. Firm must submit the duly filled signed and stamped compliance statement along with bid documents.
9. Firm has to submit the GSTR details along with contractor bill/invoices for release of payment.
10. In the event where retesting/resampling at firm premises is warranted in account of failure, the expenditure for retesting/resampling will be borne by seller.
11. In case conflict between Apportionment clause, Public Procurement (Preference to Make in India) Order 2017 clause & Public Procurement for MSEs Order 2012 clause, the order of preference will be,
  1. Public Procurement for MSEs Order 2012 clause.
  2. Public Procurement (Preference to Make in India) Order 2017 clause.
  3. Apportionment clause
12. **Common IP Address:** - Bidders may please note that GeM is capturing and showing the IP address used by the buyer and the bidder(s)/Seller(s). The received bids matching/common IP address with either Bidders(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

## 20. Buyer Added Bid Specific ATC

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

### 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---**