

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-03-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-03-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Selection of Laboratories for Testing of Products/Material - Soil; COMPLETE SOIL INVESTIGATION FOR PROV N OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED;..
अनुबंध अवधि / Contract Period	1 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 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, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (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

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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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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	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Payment Terms as applicable:As per Scope of work attached.

Accreditation Documents of the desired labs:As per Scope of work attached.

Scope of Work including testing schedule , detailed requirements of tests:[1.773406008.pdf](#)

Selection Of Laboratories For Testing Of Products/Material - Soil; COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED;.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Broad classification of product/material as per NABL classification	Soil
Technical specifications of product/material selected above	COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED
Measurement Unit	Per Bore Hole
Type of tests required	COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED
Details of tests required	COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED
Eligible testing lab	NABL Labs , COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED
Reports required	Completion certificate , Test report/fitness certificate
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Details regarding location of testing	COMPLETE SOIL INVESTIGATION FOR PROVN OF CHAIN LINK FENCING WITH CONCERTINA COIL (4KM) AND ANCILLARIES FOR JARAN WALI GALI UNDER PARA 35 WKS OF DWP 2020 AS PER SCOPE OF WORK ATTACHED

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of unit of product/mat erial (as per selected UOM) during contract period	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****Poonch	1	N/A

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

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Bidder Financial Standing:** The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. 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 %.

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **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 / Public Listed Company 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.

6. **Non-Disclosure Declaration Certificate.** (On Bidder Letter Head) to be uploaded with bid:-

(a). I M/s. Name of Firm hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after ex

piry of Contract.

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

8. Registration / Empanelment Requirement. Contract shall be awarded to only such Sellers who are registered / empanelled / approved / enlisted with Min of Def for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

9. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

10. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

11. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. 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.

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

14. Following certificates will be provided/uploaded by the bidder:

(a) ISO 17025/ 9001 Certificate

(b) Bidder Turnover Certificate

(c) Experience Certificate

(d) Performance Certificate

(e) Identity proof of vendor (PAN, Aadhar Card).

(f) GSTIN Certificate

(g) Bid Security Declaration in Firms letter Head in-place of EMD

(h) Scanned copy of certificate in acceptance of terms and conditions of RFP on firms letter head

(j) OEM/ authorization/NSIC Certificate.

15. 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.

16. 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 completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

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

18. Past Project Experience The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

19. 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.

20. **Warranty.** Timely Servicing / rectification of defects during warranty period: After having been

n notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

21. **Delivery location.** Garrison Engineer 881 Engineer Works Section, Poonch (J & K)-185101

22. **Vetting of Reports should be got vetted from any NABL Labs** . A certificate from vetting agency on compliance to standards, codes, regulations in respect of safety soundness and economy shall be enclosed with the design folder. The consultant and vetting agency will be responsible for report deficiency.

23. On finalization of all reports, consultant shall submit 06 sets of completed report in hard copy (white print) duly signed and vetted as the case may be and soft copies in CD containing PDF of all signed sheets.

24. Contractor will make all the payment and bear expenses out of amount quoted. Contractor should go through all the expenses involved. The rates quoted by the contractor shall be including all taxes. In case of any doubt consultant can discuss with officer in charge of GE 881 EWS. No delay is acceptable & work has to be completed within 30 days. The contractor is responsible for any change/amendment required in reports after tender presentation/ during execution stage.

25. All payment shall be made after duly vetted by officer in charge AGE B/R of GE 881 EWS.

26. GENERAL CONDITIONS FOR STRUCTURAL DESIGN & PREPERATION OF STRUCTURAL DRAWINGS :-

(a) The contractor shall carryout the services required in terms of the contract agreement.

(b) In the event of defective reports noticed during execution, contractor shall be charged liquidated damage at the rate of 10% of the cost of deviation order necessitated due to revision of estimates. However, in case of minus deviation, no Liquidated damages shall be recovered from contractor.

(c) Completion certificate in r/o soil inv shall be issued by AGE B/R of this office.

(d) The bills along with connected documents will be subject to the pre audit prior to releasing payment. All taxes will be deducted at source, as applicable.

(e) Contractor must upload enlistment letter in the AOR of HQ CEUZ, Udhampur Zone issued from HQ CEUZ Udhampur Zone relevant category.

(f) If the soil inv services by the stipulated date is expected to get delayed due to any cause beyond your control, it shall be brought to the notice of this office immediately on the happening of the event causing delay in the completion of services, given notice thereof in writing to the accepting officer under intimation to the consignee who after consideration of circumstance causing delay in the services may grant reasonable extension of the completion.

(g) If at any time after placing the job order, the client decides to postpone or abandon the project, he may give seven days notice in writing to the contractor and terminate job order. If the project or any part thereof is postponed, the client may in lieu of terminating the job order request the contractor in writing to suspend carrying out of the services under this job order for the time being. If the client does not require the contractor to resume performance of his services in respect of any postponed work within 90 days from the date of suspension of carrying out of his services, such work shall be considered to have been abandoned and this job order shall be deemed to have been terminated.

(h) The contractor shall be eligible for payment of proportionate fees for the portion of soil inv services already rendered as assessed by the client. The client decision in this regard shall be final and binding. The other compensation what so ever shall not be paid.

(j) If the contractor commits any breach of any provisions of Job order the client shall be entitled to cancel the job order and on such cancellation the fees payable shall be proportion to the services if any already rendered by the contractor as assessed by the client less ten percent.

(k) All payment to the contractor shall be made through e-payment/NEFT AO, GE 881 EWS. NEFT mandate form shall be enclosed along with submission of original bill for payment. PI also ensure GST numbers are mentioned at time of submitting the bills. No additional amount will be paid for GST on work order placed.

(l) Prescribed pre stamped and receipted bill in triplicate will be submitted to the paying auth after fulfilling conditions mentioned above.

(m) Original copy of the above work order will be attached with bill. (n) In case the soil investigation services are not completed within the stipulated period the order will be cancelled without any liabilities what so ever towards the deptt.

(o) The contractor will liaise with the Engineer-in-Charge B/R of GE 881 EWS for obtaining any clarification on soil investigation.

(p) The Job shall be completed to the entire satisfaction of the GE 881 EW or an officer appointed b

y him.

(q) The decision of GE 881 EWS, the accepting officer shall be final and binding in case of any dispute. No applicant/ consultant shall be entitled for any compensation whatsoever for rejection of his application by the Accepting officer on eligibility criterion.

(r) The job shall be completed to the entire satisfaction of the Garrison Engineer or an officer appointed by him.

(s) Expenditure of the subject job work order is chargeable to subject code Head.

(t) The decision of GE 881 EWS, the accepting officer shall be final and binding in case of any dispute.

DETAILED OF THE PROJECT TO BE MANAGED BY SERVICE PROVIDER The contractor will revise the report without any financial effect if required during execution due to unforeseen circumstances.

PERIOD OF CONTRACT:

1. The period of contract arrangement shall be for 3 months from the date of supply order awarded.

RATES:

1. The bidders are required to quote all-inclusive offer (including GST also) for the contract on GeM portal. All base rates will be treated as firm for entire period of the contract arrangement and extension period.

2. The rates quoted by bidder should be inclusive of the following:-

(a) Cost of services/duties to be performed by Contractor as specified in this bid.

(b) Rates should include handling charges, delivery charges, transportation, accommodation of auditors & other incidental charges (if applicable).

(c) Expenses incurred by Contractor in preparation of reports, drawings, work completion certificate

e, invoices or any other documents and delivering the same to this Office.

(d) However, bidder is required to quote Taxes, as applicable, separately in the column provided in the Price Offer breakup sheet.

3. Bidders are requested to indicate their best rates together with maximum discount in the very first instance since further negotiations after opening of price offers is entirely at the discretion of the Corporation and may or may not take place.

4. Bidders are advised to exercise greatest care in entering the rates. No excuse for mistakes or requests for correction of rates will be entertained after the quotations are opened. All corrections, if any, should be initiated by the person signing the bid before submission, failing which the rates for such items may not be considered.

5. Any revision (increase/decrease) in statutory levy (GST) after awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy. However, in the event, the GST is discontinued / reduced by the Government during the tenure of the contract/ extended period the benefit will be passed on to the Corporation. If the GST is increased by the Government during the tenure of the contract/extended period. The benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.

TAX CLAUSE AS PER GOODS & SERVICES TAX (GST):

Registration & GST Rate :

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).

2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

3. Central Tax/ State Tax/ Integrated Tax Union Territory tax to be quoted as extra in %.

4. Bidder to ensure correct applicability of Central Tax/ State Tax/ Integrated tax/ Union Territory tax based on the Inter/ Intra state movement Supply of goods and provision services or both.

Penalty for Non-compliance of GST Act :

1. Penalty amount so determined along with GST if applicable thereon shall be recovered from the

contractor.

EVALUATION:

1. Once a tender is accepted on technical grounds, then selection among such technically qualified bidder would normally be only on the basis prices quoted. However, the department reserves the right to reject all/ any of the tenders, and the decision of the department in this regard shall be final and binding.

2. The Bidder may take note that the award of contract would be on overall financial implication basis and the decision of the department for award of contract will be final and binding on the Bidder /s.

POINT OF CONTACT:

1. Once the tender is accepted and the contract is finalized, the contractor is expected to keep in touch with Maintenance & Services Department for further orders throughout the period of the contract and comply promptly with the orders, as per the specific requirements and instructions given by them from time to time.

2. The bidder should acknowledge receipt of Order immediately and confirm commencement of work as per the order.

RIGHT TO REJECTION:

Notwithstanding anything contained in this bid document, the department reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Corporation rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The department reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

PENALTY CLAUSE:

The department has the right to take the following actions against the contractor, without prejudice to any of its rights, including the right to claim damages, if in case contractor is:-

1. Involved in wrongful billing:

(a) To issue a warning letter for the first contravention and recover the excess amount billed.

(b) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.

(c) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit Amount.

IMPORTANT:

1. The bidder should be NABL or equivalent certification is reqd to be submitted with report. Soil investigation consultant shall have minimum 01 No ME M Tech (Geo Tech, Soil, Rock) with minimum 2 years' experience and 01 No BE, B Tech (Civ) with minimum 5 years and must have all adequate Tech Staff diploma, ITI qualified.

2. The bidder should have a minimum of two years' relevant experience in completing similar jobs during last 5 years ending last day of month previous to the one in which bids are invited.

3. Bidder must have positive net worth based on the audited balance sheet / profit & loss account during previous financial year (2024-25). Bidders are required to submit audited balance sheet and profit & loss account for FY 2022-23, 2023-24 and 2024-25. For proprietorship firms, proprietor's balance sheet, also, may be submitted.

4. It is mandatory to furnish relevant proofs, documents, certificates etc. for the eligibility criteria mentioned above.

5. Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

6. In order to be considered for relaxation in prior experience and prior turnover for Startups, Startup India recognition certificate issued by Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce and Industry is required.

7. Any bidder belonging to Group of Companies should submit the work experience proof /relevant documents pertaining to relevant clauses mentioned in the tender document; on the name of 'tendering company name' only. Documents titling/showing combines or generic company name will not be accepted.

8. Site Visit/ Inspection is required prior participation in Bid.

9. Firm shall be enlisted for Soil Inv in the AOR of HQ Chief Engineer Udhampur Zone.

DOCUMENT REQUIRED FOR FIRM AND FOLLOWING TO BE NOTED

1. Scan Copy of tech qualification and experience of firm.
2. Scan copy of application requesting for issue of letter head duly signed.
3. Scan copy of GST and Bank Mandate form duly verified by Bank Manager.
4. Scan copy of last three year ITR.
5. Scan copy of NABL or equivalent certification mandatory.
6. Lab must be NABL accredited or any other accreditation body which operates in accordance with ISO, IEC 170011 and accredits the Labs as per ISO, IEC 17025 with state of the art eqpt apparatus.

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including 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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 कार्यवाई 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---

