

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-10-2025 20:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-10-2025 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Army
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	555
वस्तु श्रेणी / Item Category	3253, Accumulator 12V , 3160-95-12-150, Servicing Platform , 3130-95-00-026.3, Servicing Plateform
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	3130-95-00-026.3, Servicing Plateform
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	LABSA (95%) - ONGC, Acephate 95% SG(Soluble Granules), Vehicle Servicing and Repairing Kit (Gujarat Govt), Super Corrosion Control Grease, Sodium nitrite as per IS:879, Ammonium thiocyanate, Lead(II) Chloride Anhydrous, Saddle Coupling (BHEL), Nitro Benzene, Potassium Chromate- IS:6605
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Platform Trolley
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	68 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	3253, Accumulator 12V
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	275648

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

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

लाभार्थी /Beneficiary :

Comdt

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

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. 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.

4. 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.

5. 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.

6. 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.

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

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

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

3253, Accumulator 12V (337 the number pi)

(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	Download
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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	*****	*****SOUTH WEST DELHI	337	180

3160-95-12-150, Servicing Platform (118 the number pi)

(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	Download
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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	*****	*****SOUTH WEST DELHI	118	180

3130-95-00-026.3, Servicing Plateform (100 the number pi)

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****SOUTH WEST DELHI	100	180

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

1. 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.

2. 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.

3. 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 %.

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CENTRAL AVIATION SUPPORT DEPOT, DELHI CANTT-10

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TERMS & CONDITIONS OF GeM BID DOCUMENTS FOR ACCEPTANCE OF BID

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

1. The online Bid is invited by the Commandant for and on behalf of the President of India from any of the following sellers for supply of ibid item:-

- (a) OEM.
- (b) OES authorised by OEM.
- (c) Past Supplies of Same/ Similar Nature Item to any Government Aviation Departments

<u>Part No</u>	<u>Nomenclature</u>	<u>A/U</u>	<u>Qty</u>
3253	Accumulator 12V	Nos	337
3160-95-12-150	Servicing Platform	Nos	118
3130-95-00-026.3	Servicing Plateform	Nos	100

2. **Delivery Period.** Delivery period for supply of item would be **180 Days** from the date of award of contract. For the clause '**Advance Sample**', time taken in clearance of advance sample will be included in the delivery period.

3. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for fixed amount of **Rs 2,75,648/-** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will 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. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for tendered services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or Concerned Departments or Ministries of the Govt of India. As per Govt. Policy, MSME bidders are also exempted from the EMD submission. In that case the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting as per format given at Appx 'A' att with this ATC. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

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

5. Prospective bidders are allowed to view the depot sample held at this depot before opening date of the bid as the advance sample submitted by the firm bagging the contract will be compared with the depot sample for conformity.

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

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7. Online Bid will consists of the under mentioned documents. Failure of submission of valid documents will result in rejection of bid.

(a) Proof of OEM/ OES auth by OEM if applicable or past proof of supplies of same/ similar item to any Govt Aviation Establishment or agency agreement with the OEM for specific product if any.

(b) Last three years experience (i.e. 2022-23, 2023-24 & 2024-25) for supplying goods to Central/State Government Ministries/ Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies

(c) Bank certificate of credit worthiness of the firm as per format attached.

(d) Details of Income Tax Return filed by the firm during the past 3 assessment years (i.e. 2021-22, 2022-23 & 2023-24).

(e) Acceptance Certificate of all terms & conditions of Bid documents on Firm's letter head.

(f) Proof of financial turnover of minimum **68 Lac** for the last three assessment years (i.e. 2021-22, 2022-23 & 2023-24) duly authenticated by a reputed Chartered Accountant.

(g) The firm should not have suffered any financial loss in the last three assessment years (i.e. 2021-22, 2022-23 & 2023-24). This will be verified through audited balance sheet.

(h) Non-Disclosure Declaration certificate on Firm's letter head.

(j) Bid Security declaration certificate to be uploaded with bid documents (if applicable).

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

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

10. **Technical Evaluation Committee:** The bidder is required to upload all relevant certificates such as BIS licenses, type test certificate, approval certificates and other certificates as prescribed in the product specification given in the bid document. If required & considered necessary, the Tech Evaluation Committee may call for a sample to be tested by a Govt. Lab/ NABL accredited labs and the results of the lab will be the sole criteria for the acceptance of the items.

11. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

12. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

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

(d) As per decision of the Arbitration Tribunal.

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

(f) In case of any forged documents/ any form of corruption/ prejudiced dealing during the validity of contract, the contract will be terminated immediately. Action against the bidder/ seller in consonance with DPM 2009 & GFR 2017 will be followed.

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

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

15. **Warranty.** Except as otherwise provided in the invitation tender, the seller hereby declares that the goods, stores/articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's or standard warranty period as given by the OEM whichever is of a longer period.

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

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

18. **Transportation.** Store in good condition will be delivered free at consignee premises at CAS D Delhi Cantt-10.

19. **Performance security/ PBG.**

(a) **For Indigenous cases.** After award of contract, the bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **3% of the contract value within 30 days** of receipt of the confirmed order. If the PBG is not received within 30 days from the date of placement of Supply Order, the contract can be cancelled unilaterally by the buyer. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). **In the event of failure/breach of contract PBG will be forfeited in order to compensate the loss to the buyer.**

(b) **Foreign cases:** **Not Applicable**

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

21. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any o

f its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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

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

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

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

(b) **Consignee Right of Rejection** Notwithstanding any approval which the Inspector may have given in respect or any part of portion thereof or any materials or other particulars or the works of workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the directions of the Inspector) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to reject the stores or any part portion or consignment thereof within 45 days after actual delivery thereof to him reckoned from the date of receipt of complete equipment with spare and accessories as ordered if such stores or parts, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise however.

(c) Provided that where, under the terms of the contract the store are required to be delivered to an interim consignee for the purpose of dispatch to the consignee the store shall be at the purchaser's risk after their delivery to the consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the store or any part, portion or consignment thereof upon their actual delivery to him at the destination if any are not in all respect in conformity with the

term and conditions of the contract except where they have been damaged or have deteriorated in the transit or otherwise after their delivery to the interim consignee.

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period of the Supply Order.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organization including the Buyer or any Department, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

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

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

24. **Risk & Expense clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be done by the BUYER in the prescribed manner, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

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

25. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant E-payment details. A copy of the model mandate form prescribed by RBI to be submitted

by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment shall be made on delivery and acceptance of the stores by the buyer.

26. **Part-Dispatch/ Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the SELLER after accepting stores post inspection.

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FORMAT FOR BANK CERTIFICATE OF CREDIT WORTHINESS

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Bank Name

Address

TO WHOMSOEVER IT MAY CONCERN

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

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

Seal of Bank

Date _____

(Sig of bank Manager with stamp)

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FORMAT FOR BID SECURITY DECLARATION CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

1. It is certify that M/s (Vendor's Name), (Address), is a registered firm with (Name of organization under Ministry/ Departments). As per Rule 170 (iii) of GFR 2017, this bid security declaration certificate is issued in place of Earnest Money Deposit (EMD).

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

Regards,

Thanking You,

(M/s _____ firm's Name)

Designation

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6. Buyer Added Bid Specific ATC

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

7. 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.

8. 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.

9. 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.

10. Generic

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

1. I M/s.

FIRM NAME

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern,

sample or information thereof to any third party during and after expiry of Contract.

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

11. **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.

12. **Forms of EMD and PBG**

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

THE COMDT
payable at
CASD, DELHI CANTT-10

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

13. **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.

14. **Inspection**

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

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. 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.
16. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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 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---