

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-02-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-02-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	50 (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	10
वस्तु श्रेणी /Item Category	DISTRIBUTER HEAD , VANE PUMP , T D PISTON , AIR PRESSURE PIPE , TAPER ROLLER BRG
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DISTRIBUTER HEAD, VANE PUMP, T D PISTON, AIR PRESSURE PIPE, TAPER ROLLER BRG

**बिड विवरण/Bid Details**

<p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>	<p><b>Searched String: DISTRIBUTER HEAD</b></p> <p>Four way angle Head open Head wrench, Deca Head Microscope, Penta Head Microscope, Square Head Bolts, Field Hockey Sticks as per IS 829, Gasket Cylinder Head, Hand Held Brush Cutter (V2), Boxing Head Guard, Miniature Circuit Breakers Distribution Boards as per IS 13032, 4 pin Head Fixator or Neuro Head Frame</p> <p><b>Searched String: VANE PUMP</b></p> <p>Spherical Vane Design Wind Ventilator, Styling Chair / Salon Chair / Swiveling Barber Chair, Wind Vane as per IS 5799, LCR Meter, Descaling Pump, Submersible Pump Set (Three Phase) (V2) as per IS 8034:2018, Drainage Pump, Dosing pump, Self Priming Centrifugal Pump as per IS 5120 , Vacuum Pump</p> <p><b>Searched String: T D PISTON</b></p> <p>Piston Pin, T - Shirt (V2), D-Biotin, Nebulizer (V2), D-Mannitol, D (+) Xylose, D-Fructose, PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, Piston Ring Compressor, All in One PC (V2)</p> <p><b>Searched String: AIR PRESSURE PIPE</b></p> <p>Tyre Air Pressure Gauge, Hot air oven, Positive Air Pressure Suit (NPCIL), Argon as per IS 5760, High Pressure Breathing Air Compressor Petrol Engine Driven, Laminar air flow cabinets or stations, Asbestos Cement Pressure Pipe and Joints as per IS 1592, Asbestos Cement Pressure Pipe and Joints (V2) as per IS 1592, High Pressure Breathing Air Compressor Motor Driven as per IS 15879, Portable Fire Extinguishers (V2) ISI Marked to IS 15683</p> <p><b>Searched String: TAPER ROLLER BRG</b></p> <p>Tapered Bearings as per IS 12102, Aerial Roller, Roller container, Roller Blind (V2), Roller Bearing (BHEL), Simplex Roller Chain, Manual Pitch Roller, Rubber Rollers (BHEL), Gym Foam Roller (V2), Cylindrical Roller bearing set</p>
<p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p>	<ul style="list-style-type: none"> <li>• OEM Spares for Automobiles</li> </ul>
<p><b>बीओक्यू शीर्षक /BOQ Title</b></p>	<p>BOQMT</p>
<p><b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b></p>	<p>2 Year (s)</p>
<p><b>वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover</b></p>	<p>Yes   Complete</p>
<p><b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover</b></p>	<p>Yes   Complete</p>

<b>बिड विवरण/Bid Details</b>	
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>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)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
विगत प्रदर्शन / <b>Past Performance</b>	60 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
लागू आरसीएम/ <b>RCM Applicable</b>	Yes
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	DISTRIBUTER HEAD
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	10 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	80000
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	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 खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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### एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. If the bidder is a Micro or Small Enterprise 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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
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. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% 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.

#### जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

#### जीएसटी की धारा 9(3) / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

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.

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
07-02-2026 12:00:00	CONF HAL, RAINA TCP

#### DISTRIBUTER HEAD

#### तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	लागू आरसीएम/R CM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	GST Cess 2 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Bathinda	2	15

**VANE PUMP**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

**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	*****	*****Bathinda	2	15

## T D PISTON

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

### 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	*****	*****Bathinda	2	15

## AIR PRESSURE PIPE

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Bathinda	2	15

**TAPER ROLLER BRG**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

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NA	NA	Yes	18%	9%	9 (INR) - Per Unit	No

**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	*****	*****Bathinda	2	15

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC) The Bidder is required to give confirmation of their acceptance of Special Conditions (ATC) mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder during the technical evaluation stage. 1. 2. 3. 4. 5. 6. 7. 8. 9. Performance Guarantee. (IF APPLICABLE ONLY) 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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.etc) for a sum equal to 03% of the contract value within 30 days of receipt of the confirmed order Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The cumulative downtime rounded up in days will be added to validity period of Performance Bank Guarantee. The specimen of PBG is given in Form DP M-15 (Available in MoD website and can be provided on request). Non submission of PBG within the specified time will be considered as a Breach of Contract and the contract is liable to be cancelled at the risk and cost of the contractor. Option Clause. The contract will have an Option Clause wherein the Buyer can exercise an option to procure an additional upto 50% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not. Repeat Order Clause. The contract will have a repeat Order Clause, wherein the Buyer can order upto 50 % quantity of the items under the present contract within six months from the date of supply/successful completion of the contract, the cost, terms and conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat Order or not. Tolerance Clause. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to Plus/Minus increase or decrease the quantity of the required goods upto 10% of the contract value without any change in the terms and 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. Payment Terms. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. 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). 100 % payment shall be made on delivery and acceptance by the user. Enhancement/Reduction of Rates. No e

enhancement in rates/prices will be made unless the contract specifically provides for it. The change due to variation in GST/Custom duties/other Government taxes & levies and the contract provides for payment of duties on the basis of the actual rates, provided that the change in taxes is affected within the original delivery period and the supply is completed during the original delivery period. No change in taxes will be applicable to the qty of stores supplied after the original delivery period even if the enhanced taxes are accepted and amendment letter to the effect is issued.

Advance Payments. No advance payment(s) will be made. Paying Authority. The payment of bills will be made by PCDA, Chandigarh through GeM portal on submission (as applicable): (a) (b) Contractors Bill (IAFA - 68 (Revised). Copy of SO with U.O number and date of IFA's concurrence.(If applicable) (c) Copy of commercial invoice/Seller's bill (CRAC). (d) (e) (f) (h) Provisional Receipt (PRC). Inspection Note. Copy of Bank Guarantee. Details for electronic payment viz Account Holders Name, Bank Name, Branch Name and Address, Address Type, Account Number, IFSC Code, MICR Code (if these details are not incorporated in SO). (j) 10. CRVs. Risk & Expense Clause. In the event of the vendor facility to honour contracted obligations within the stipulated period and where extension of delivery period is not approved by the Buyer. The Buyer is entitled to cancel the contract and to purchase the articles of its substitutes at the Vendors risk and cost. In the event of such cancellation the articles contracted for as its substitutes shall be procured by the Buyer of such price and within such time as he considers fair and reasonable and the decision will be of Buyer in this respect shall be final and binding on Vendor. 11. 12. 13. 14. Force Majeure Clause. (a) (b) (c) (d) (e) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract. 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. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form 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. 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. 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. Specific attention. The bidder guarantees that the Supplies shall conform to the technical specifications given in the Schedule of Requirement, which have been agreed to by the Bidder. OEM Certificate (if applicable). In case the Bidder is not the OEM, the agreement certificate with the OEM/Authorization from OEM for the said store shall be mandatory during the technical evaluation. Packing and marking. The Vendor shall provide packing and preservation of the spares/goods contracted so as to ensure their safety against damage during transportation, transshipment, storage and weather hazards during transportation. The Vendor shall ensure that at the stores are packed in containers, which are made sufficiently strong. 15. Product Quality and Standards. The VENDOR guarantees to meet the specifications as per SOR and to incorporate the modifications to the existing design configuration to meet the specific requirement, and modifications/requirements recommended after the first off production model to be supplied to the BUYER. The vendor if not OEM should provide proper certification (BIS, ISO). Inspection and testing of the eqpt will be carried out pre and post-delivery by the vendor. Vendor to also guarantee replacement/repair of any eqpt found faulty. Products will only be accepted if found to match the given criteria. 16. Customization and Special Requirements. There should be scope for Customization and Special Requirements for products. Intellectual property rights for customized products should be provided by the Vendor. The customized products should be compatible with eqpts in current use. (e.g., for IT equipment). 17. Franking Clause. The following Franking clause will form part of the contract placed on successful bidder: - (a) (b) Franking Clause in the case of Acceptance of Goods. "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract". Franking Clause in the case of Rejection of Goods. "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract." 18. Claims. The following Claims clause will form part of the contract placed on successful bidder: - (a) (b) (c) (d) The claims may be presented either - (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of ATP and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request). The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced

goods at the same location under Seller's arrangement. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India. 19. Warranty. The following Warranty will form part of the contract placed on the successful Bidder and will be given in duplicate to the Inspecting Officer under the contract along with the offer letter/challan: (a) (b) 20. Warranty and maintenance backup, the Vendor shall provide Twelve months free, comprehensive warranty for the complete components and accessories from the date of acceptance. During warranty, the Vendor will repair/replace without any cost, any item part and/or accessory which becomes defective except items of a consumable nature or due to misuse/unfair wear and tear. Product Support. bidder: - (a) The following Product Support will form part of the contract placed on successful Bidder. In the event of any obsolescence during the above-mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and the Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any. (b) Any improvement/modification/ up gradation being undertaken by the Seller or their sub-suppliers on the stores/equipment being purchased under the contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost. 21. 22. 23. 24. 25. 26. 27. Technical Literature (if applicable). The details of technical literature when asked as applicable to be supplied with the system should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. Training and literature material has to be provided by the vendor for eqpts. Correctness of the Quality and Quantity. On receipt of stores at consignee's premises, the stores are checked for ascertaining the correctness of quality, quantity and documents. 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. Delivery and Logistics. The L1 bidder is mandated to deliver the product within the delivery period, failing which late delivery clause will be invoked or the bid is liable for cancellation. Delivery has to be made at Wksp location, inside the Bathinda Cantonment. Legal and Compliance. The vendor will adhere to local laws and regulations and will strictly follow confidentiality and data protection clause wherein the products ordered by the buyer will not be disclosed by the vendor to any third party. Vendor is hereby informed that Blacklisting of the vendor will be undertaken for non-compliance of the following clause. Vendor Cancellation, Disqualification and Return Policies. (a) Buyer-initiated cancellation will be initiated if the vendor is unable to deliver the service as per the terms and conditions given by the buyer in ATC. the cancellation will be initiated on surpassing the delivery timeline provided. The product is liable to be returned or exchanged if found not meeting any of the given criteria and standards (certification, product quality etc.) (b) Non availability of advance store samples as per the specification required, during the pre-bid meet (when desired by buyer or mentioned by the buyer) shall lead to immediate disqualification of vendor/s as all stores that are being procured are of urgent military nature and without physical checks of stores the bids cannot be progressed. Vendor Obligations. Vendors are required to provide advance samples of store during the technical evaluation stage or pre bid meet stage, free of cost at wksp location, Bathinda Cantt. The vendor will install the software and hardware if required at wksp location Bathinda Cantt free of cost. On-site support if required by the wksp will also be provided by the vendor, free of cost. Rating Clause. Low rating of vendors i.e less than 03 stars on shall not be preferred

#### 4. Buyer Added Bid Specific ATC

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

### 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 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.**

[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---**