

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|--|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 11-02-2026 20:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 11-02-2026 20:30:00 |
| 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 | ***** |
| कुल मात्रा / Total Quantity | 616 |
| वस्तु श्रेणी / Item Category | SUPPLY OF DRY DISTEMPER |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | SUPPLY OF DRY DISTEMPER |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Cleaning Duster (V3), Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment, Washable Distemper (V2) conforming to IS 428, Dry Erase Writing Boards (V3), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Sweeping Broom (V5), Gear Lubricants for enclosed Industrial Gear Drives (V2) Conforming to IS 8406, Intrinsically Safe LED Torch Lights With Replaceable Battery, Metal Beds (V3) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Washable Distemper-IS:428 |
| 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 | Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

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 | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 5 |
| 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 |
| 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 |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

एमआईआई खरीद वरीयता / MII Purchase Preference

| | |
|--|-----|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
|--|-----|

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

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. 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

2. 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 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.

SUPPLY OF DRY DISTEMPER (616 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 |
|---|--------------------------|

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

| क्र.सं./S.N o. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|--|--------------|------------------|---------------------------------|
| 1 | ***** | *****DIMAPUR | 616 | 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 contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case 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. 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 %.

3. 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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF
DISTEMPER FOR 3 ENGINEER REGIMENT AT RANGAPAHAR
MILITARY STATION**

Introduction

1. This RFP is divided into five parts, each part dealing with different aspect.
 - (a) **Part-I.** Contains general Instructions.
 - (b) **Part-II.** Technical Details/Schedule of requirement. This part also contains essential performance parameters, fulfilment of which would be basis for Technical Evaluation, Terms of Delivery are also mentioned in this part.
 - (c) **Part-III.** Standard Conditions.
 - (d) **Part-IV.** Special Conditions.
 - (e) **Part-V.** Evaluation Criteria.
 - (f) **Appendices.** The list of Appendices in this RFP is as under"-
 - (i) Appx A. Acceptance Certificate.
 - (ii) Appx B. Non Disclosure Certificate.
 - (iii) Appx C. Financial Capability Certificate.
2. **RFP Details.**
 - (a) RFP No: GEM Bid ID
 - (b) Invitation of Bids for Supply of Items as per Schedule of Requirements for 3 Engineer Regiment
 - (c) **Buyer Issuing RFP.**
Accounts Officer, 3 Engineer Regiment, Rangapahar Military Station.

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF DISTEMPER FOR 3 ENGINEER REGIMENT AT RANGAPAHAR MILITARY STATION

1. Bids on GeM in two covers (Technical and Financial) are invited for supply of items listed in part-II of this RFP. Please subscribe the above title, RFP No and date of opening of Bids in all correspondences pertaining to this RFP.
2. The address and contact numbers for sending bids or seeking clarification regarding this RFP are given below.
 - (a) Correspondence /Bids to be addressed to Commanding Officer, 3 Engineer Regiment, Dimapur.
 - (b) **Postal Address.**

3 Engineer Regiment

C/o 99 APO
PIN:914003

(c) **Name/Designation of contact personnel.**

Lt Col Raas Srivastava

Accounts Officer
3 Engineer Regiment.

(f) **Fax No.** Not Available.

3. This RFP is divided into five parts

(a) **Part-I.** General Info about Bid/opening of tenders.

(b) **Part-II.** Schedule of requirement, Tech Specification, Delivery Instructions, Consignee Details.

(c) **Part-III.** Standard Conditions of RFP.

(d) **Part-IV.** Special Conditions of RFP.

(e) **Part-V .** Other details.

4. This RFP 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 RFP, should it become necessary, at necessary at any stage.

-

-

PART- I GENERAL INSTRUCTIONS

5. **Critical Date Sheet.**

(a) Date of uploading bid - As Uploaded on GeM

(b) Last date of submission Bid - As Uploaded on GeM

(c) Last date of seeking clarification - As Uploaded on GeM

- (d) Date of Opening of Bid - As Uploaded on GeM
- (e) Pre Bid meeting Gem. - First Monday post upld of Bid O

6. **Manner of Deposition of Bids.**

- (a) The bids shall be uploaded on GeM.
- (b) Bidders should have valid GeM ID as seller registered in GeM for being able to upload bids on GeM.
- (c) The bid shall be uploaded on GeM in two covers: -
 - (i) **Technical Bid.** Documents sought for technical bids are included in Part-II of this RFP. These documents shall be required to be uploaded as part of GeM bid by bidder. EMD applicable will be in form of eMD.
 - (ii) **Financial Bid.** This shall be quote by the bidder uploaded on GeM.

7. **Manner of Opening of Opening of Bids.** On bid opening date, Bid opening process shall start. The process of bid Opening, evaluation and award of supply order to successful bidder shall be undertaken in following sequence: -

- (a) Opening of Technical Bids.
- (b) Technical Bid Evaluation by Buyer.
- (c) 2 days time for Bidders who have not qualified for financial bid opening stage, to resubmit requisite documents for technical bid.
- (d) Technical Bid Opening for Bidders Qualified for Financial bid opening stage.
- (f) 48 hrs of Reverse Auction.
- (g) Financial Evaluation.
- (h) Award of contract to successful bidder.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding contents of bidding documents shall inform buyer in writing through dak or email only (no phone message / WhatsApp message shall be entertained), about the clarifications sought, not less than 4 days prior to bid opening. Copies of clarification sought and clarification provided by buyer shall be made available to all bidders by means of additional notice/corrigendum on GeM and also made available for all bidders in pre bid meeting.

9. **Pre Bid Meeting.** A pre bid meeting of buyer and prospective bidders shall be held at 3 Engineer Regiment, Rangapahar Military Station at 1000hr on date as specified in GeM bid.. Bidders desirous of attending the same should inform by email/dak latest by 1800hr on preceding day so that entry personnel and vehicle at the gate can be facilitated. The information should give out details of personnel desirous of attending pre bid meeting their AADHAAR ID, Vehicle name and number, Phone number and details of driver, if any. Failure to inform buyer by given time shall render bidder ineligible for attendance. At prebid meeting, all the clarification sought by prospective bidders till that time and the clarifications provided by buyer thereof, shall be made available to bidders. The bidders shall be given another chance to seek any other clarification and clarification shall be provided to all present. These details shall also be uploaded on GeM. No clarifications can be sought after completion of present prebid meeting.

10. **Modification/Withdrawal of Bids.** Bids may be withdrawn before last date of submission of bids. No withdrawal shall be considered post last date of submission of bid. If a bidder withdraws his bid post bid opening, the EMD amount deposited by bidders shall be liquidated and the bid amount shall be deposited in Govt treasury and any subsequent bid from the same bidder shall not be entertained by 3 Engineer Regiment in future, unless allowed by Commanding Officer 3 Engineer Regiment. No modification in bid shall be accepted post last date of submission of bid.

11. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, Buyer may at its discretion ask bidder for clarification of bid. Request shall be given in writing and no change in prices on substance of bid shall be sought, offered or permitted. No post bid clarification on the initiative of bidder will be permitted.

12. **Rejection of bids.** Canvassing by the bidders in any form, unsolicited letters and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. **Validity of bids.** For 90 days post last date of submission of the bids.

14. **Earnest Money deposit.** Bidders are required to submit EMD amount as EMD for amount of 1% of Total Bid Value, along with the bids. Validity of EMD should

be at least 90 days from last date of bid submission. EMD of unsuccessful bid shall be returned within 45 days of bid opening. EMD of successful bidders shall be returned on receipt of performance guarantee as provided for in the RFP. The EMD of successful bidder shall be forfeited in case of non receipt of performance guarantee by the bidder. The EMD shall be forfeited if bidder withdraws, amends, impacts or derogates from tender in any respect within validity period of the tender. EMD shall be exempted for those bidders who are registered as MSME with NSIC.

-
-
PART-II
-

-
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED
-

15. Schedule of requirements. List of Item/Services required is as follows:-

| LIST OF STORES | | | |
|-----------------------|--|------------|------------|
| SNO | ITEMS | A/U | QTY |
| 1 | Dry Distemper Asian Paints as per technical specification attached | Ltr | 616 |

16. Technical Details.

- (a) **Specifications.** As per Technical Specifications uploaded.
- (b) **Technical Details.** As per Technical Specifications uploaded.
- (c) **Requirement of Trg/On Job by.** As per Technical Specifications uploaded.
- (d) **Reqmt of Instl/Commissioning** As per Technical Specifications uploaded.
- (e) **Reqmt factory of trails.** NA
- (f) **Reqmt of Technical Documentation.** As per Technical Specifications uploaded. The invoice generated should clearly mention the MAKE, Model No and Serial No of each item wherever applicable. Also the OEM warranty card should also be handed over to consignee.
- (g) **Warranty period.** All defects during the warranty period (one year from date of receipt) shall be rectified within 14 days of reporting to the supplier. If there is a case of repetitive/ persistent defects in any item, it will lead to forfeiture of performance guarantee and the supplier shall be banned from being awarded any supply order from 3 Engineer Regiment on ground of poor performance.
- (h) **Reqmt of Site Inspection.** NA

(j) **Consignee Inspection.** Consignee Inspection of all items shall be one on the next day of receipt by 3 Engineer Regiment. Any shortcoming in performance shall be reported in writing to supplier. The supplier shall not upload invoice in GeM without having received all ok consignee report ie consignee report without any defect in performance. Failure for compliance on this part shall make supplier ineligible for participation in any future bids of 3 Engineer Regiment, as well as forfeiture of performance guarantee.

16. **Documents to be submitted for Technical Bids.** The documents under are required from bidders in Technical Bids:-

(a) **Tender condition acceptance Certificate.** A certificate with effect to acceptance of all terms, Technical Specification and conditions stipulated in RFP by the bidder as per format given in Appx A of the RFP.

(b) **Non Disclosure Certificate.** Bidder shall be required to submit certificate that any info of military nature which came into his knowledge by virtue of participation in bidding procedure/execution of supply order, shall not be disclosed any other party. As per Appx B.

(c) **Earnest Money Deposit.** EMD or MSME registration as supplier of items for which RFP is uploaded as proof for EMD exemption

(d) **GSTIN.** Registration (Self Attested)

(e) **PAN.** (Self Attested)

(f) **Details proprietor/Owners.** Name, Copy of Aadhaar, Address Phone number (Self Attested).

(g) **Financial Capability Certificate.** (Self Attested). As per Appx C RFP.

(h) Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specifications, if any. The bidders are required to upload the product brochure of the product being offered to be supplied by them in respect of the **above items apparatus clearly showing the specifications, strength and other such details.** The bidders should submit compliance statement in the following format as part of technical bid:-

| Ser No | Para of Tech Specification Documents | Items | Items Specification/Make | Compliance by Bidder (Yes/No) Details to be given wherever necessary as mentioned in particular specifications | In case of Non Compliance Deviation to be given & technical reason for non compliance |
|--------|--------------------------------------|-------|--------------------------|---|---|
| | | | | | |

(k) **Note-I:-** Any case of furnishing false, fraudulent or incorrect data even if disclosed at subsequent stage shall lead to forfeiture EMD/BG amt and the bidder/ supplier shall not be allowed to participate in any future bids of Engineer Regiment.

(L) **Note-II:-** The bidders / Supplier cannot seek to change Make/Model offered for any item as given in technical bid documents after placement of supply order. Any attempt to deviate from Make/Model offered shall automatically lead to cancellation of supply order forfeiture of performance guarantee and the supplier shall not be allowed to participate in any bids of 3 Engineer Regiment in future. Changes in specifications towards higher side may be allowed by Buyer only at discussion of CO, 3 Engineer Regiment.

17. **Chance to Resubmit Bid Documents.** After Technical bid opening, if certain document are found to be incorrect/not uploaded by a bidder, the bidder shall be given a 48hrs period to be submitted the documents. No further chance shall be given, on whatever grounds, for resubmission of documents.

18. **Delivery Bid Period.** The supplier shall have 21 days for supply of complete items post around of SO/GeM contract. The SO can be cancelled if the items are not supplied/delivered within delivery period.

19. **Bid Extension of Supply Order.** Extension of the delivery period shall be sole discussion of buyer with the applicability of Liquidated Damages (LD) clause. Waiving off LD, to levied in case of late delivery, shall be sole discussion of CO 3 Engr Regt and shall be done only if buyer is convinced that delay in delivery of stores is due to reasons not attributable to/ beyond contract of supplier.

20. **Delivery Location. RANGPAHAR MILITARY STATION 3 ENGINEER REGIMENT.**

21. **Consignee Details.**

Lt Col Raas Srivastava

EPO

3 Engineer Regiment.

Quoted Price. As part of financial bid, the seller shall be required to submit the quoted price on GeM. The price so quoted should include a transport, misc charges and taxes and duties applicable.

PART III

STANDARD CONDITION OF RFP

23. **Law.** Supply order /contract shall be executed in accordance with laws of Republic of India.

24. **Effective Date of Contract.** Date of being uploaded on GeM.

25. **Liquidated Damages.** In the event of sellers failure to deliver stores within delivery period, an amount of 0.5% per week (or part thereof) in delay of store delivery shall be levied as LD on seller. Waiving off of LD, shall be sole discretion of buyer, if the buyer is convinced that reasons for delay in delivery of stores were not attributable to/beyond control of seller. Max LD levied shall not be greater than 10% of value of delayed stores.

26. **Termination of Contract.** Buyer shall have right to terminate the contract in following cases.

(a) Delivery of store is delayed for a period greater than 21 days and delay is not attributable to force majeure clause. Performance guarantee shall be forfeited.

(b) Seller is declared bankrupt.

(c) Delivery of stores delayed due to common attributable to force majeure clause beyond 42 days. Performance guarantee shall be returned.

(d) Seller submits that he shall not be able to supply any stores. Performance guarantee shall be forfeited.

27. **Notices.** Any notice required/Permitted under supply order shall be written in English & delivered by post/ by hand/ on email, No whatsapp message, phone call etc shall serve the purpose or shall be taken cognizance of.

28. **Transfer / Subletting.** Seller has not right to give, sublet or partly/wholly the supply order to any other person/firm / third party etc.

PART-IV

-

SPECIAL CONDITIONS OF RFP

-

29. **Option Clause.** Buyer can exercise an option to procure an additional 10% of the original contracted quantity in accordance with same terms conditions as given in schedule of requirement of RFP and at the same price quoted for each item by successful bidders. It will be solely the discretion of buyer to exercise this clause or not. While awarding the supply order, this clause can be utilised.

30. **Repeat Order Clause.** Buyer can order upto 50% under present schedule of requirement given in RFP within 6 months from date of successful completion of the contract, cost terms & Conditions remaining same. It will entirely at the discretion of Buyer to place repeat supply order or not. The total increase in the qty of all SO (original/Repeat) from the qty given in RFP shall not be more than 50% RFP qty.

31. **Tolerance Clause.** Buyer reserves the right to increase/decrease the qty of required goods by 50% without any change in terms/condition/prices quoted by supplier. While awarding of the supply order this clause can be utilised.

32. **Price Negotiation with L1 Bidder.** The buyer can enter into price negotiation with and only with L1 bidder to achieve lower quotes in case the lowest rate quoted is not falling within the financial sanction available with buyer. In such case the L1 bidder can agree to decrease his price to enable buyers to place supply order. Results of price negotiation shall be uploaded on GeM. There can be no change in terms/conditions of original RFP in exchange of covering cost by L1 bidder.

33. **Generating Invoice and CRAC and GeM.** Post Receipt of stores inspection by Consignee and intimation of inspection report to supplier, the supplier may generate invoice in GeM. The consignee shall generate acceptance certificate (CRAC) on GeM for the received qty. No payment shall be due to seller till the time complete qty of items is received by buyer. Part CRAC shall not be liable for part payment.

34. **Payment.** Payment can only be made post generation of part of whole CRAC on GeM. Part payment can be made to supplier based on assessed value of stores delivered by supplier. Part payment for part delivery for only those items of BoQ shall be made, whose number in BoQ is more than one. In assessing the value of stores delivered both the market rate and the rate derived from lumpsum rate quoted by supplier (Contractor profit factor shall be calculated as ratio of quoted rate and Market rate. Assessed cost of delivered items as per rate quoted shall be deemed as market rate x profit factor). The payment shall be made based on the lesser of the two costs thus ascertained. Part Payment if made, shall only be 85% of the ascertained/market cost of items delivered. In case of composite items like structure of shelter, no part payment shall be made. An amount of 10% can be held up even after generation of CRAC for clearance of final payment post signing of BKI/IC from user unit.

36. **Payment for Part Stores In Case of SO Cancellation.** In case the seller is not able to supply complete store, and the supply order is cancelled, payment for part stores certified/CRAC generated shall be made in accordance of risk and expense clause.

37. **Risk Expense Clause.**

(a) Should the seller be unable to supply complete store within the delivery period, even after extension of 21 days has been given, the buyer shall be at full liberty to cancel the supply order.

(b) If at time of cancellation of supply order, part stores have been delivered by supplier, he shall be liable for being paid for store supplied as per available market rates or as per quoted rates, whichever is less, minus the surplus amount required to procure the balance item of supply order from another source (Surplus amount being calculated as fresh purchase amount minus purchase amount based in rates of cancelled supply order). To ascertain the market rates, the buyer may ascertain rates by means of a Board of Officers or ascertain rates or by floating tender for supply of balance items. Performance guarantee shall be forfeited in this case after 01 year of SO date.

(c) Recoveries made on account of surplus amount required to procure part/whole of stores of cancelled supply order shall not exceed 25% of SO amount.

38. **Force Majeure.** Should any force majeure circumstance arise, buyer/seller shall be excused for non-fulfilment of contractual obligation, if the affected party, within 5 days of its occurrence, inform other party in writing. Force Majeure shall mean floods, natural disasters for other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine, restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to see overcome the Force Majeure event and to mitigate the effects thereof on the performance or its obligations under this Supply Order.

39. **Specification.** The seller shall guarantee to meet specification as per part-II of RFP. Revision in specification shall be acceptable only on upload side on buyer confirmation only.

40. **Warranty.** The seller shall provide 12 months warranty on all supplied under supply order. The seller shall provide the entire necessary OEM warranty certificate along with stores and shall be liable for all repairs and replacement during the warranty period. Failure of seller to repair/replace stores within warranty period within 14 days of intimation of defect shall render buyer at liberty to liquidate performance guarantee for defect rectification.

Part V- Other details

41. **Distribution.** Uploaded on Gem

42. **Address.**

(a) Buyer: Accounts Officer, 3 Engineer Regiment
3 Engineer Regiment
C/o 99 APO
Pin 914003

(b) **Consignee:** Hav Ashutosh Sarkar 9593330620
Nk Manoj Pathania 7888316261

Appx 'A'

**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF
DISTEMPER FOR 3 ENGINEER REGIMENT AT RANGAPAHAR
MILITARY STATION**

1. I, _____, of firm _____ do hereby solemnly affirm that:-

(a) I am owner of firm _____ GSTIN _____

(b) I have participated in GeM bid Id _____ dated _____ for supply of _____ at 56 Inf Div AO.

(c) My Bid id is _____

(d) I have read and understood all terms & condition of items and stipulations laid down in the RFP document, ATC document and corrigendum documents and notice of GeM BID NO _____ dated _____.

(e) I accept all the terms and conditions of the said GeM Bid and agree to abide by these at all costs.

(f) I am signing this declaration knowing fully its implication and without any duress.

(SIGNATURE OF PROPRIETOR)

Date : Feb 26
S)

(NAME IN BLOCK LETTERS)

Place :

(Name of Firm)

Appx 'B'

**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF
DISTEMPER FOR 3 ENGINEER REGIMENT AT RANGAPAHAR
MILITARY STATION**

1. I, _____, am owner/proprietor/Partner in firm _____ with
STIN _____.

2. I have participated in GeM Bid ID _____ dated _____.

3. I hereby solemnly affirm that any knowledge of mil nature that I acquire during the process of bidding or execution of Supply Order shall not be shared by me to any other individual.

–
–
–
–
–
–
–
–

(SIGNATURE OF PROPRIETOR)

Date : Feb 26

(NAME IN BLOCK LETTERS)

Place :

(Name of Firm)

–

Appx 'C'

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF DISTEMPER FOR 3 ENGINEER REGIMENT AT RANGAPAHAR MILITARY STATION

I, _____, of firm, _____, do hereby solemnly affirm that:-

- (a) I, _____, am owner/proprietor/Partner in firm _____ with GSTIN _____.
- (b) That I am financially capable of executing this Supply Order as per terms and conditions of the ibid RFP.
- (c) That I shall not seek extension of delivery period part payment other than specified in RFP or exemption in performance guarantee, _____ on financial grounds etc and any attempt on my part to do so shall render the Supply Order eligible for cancellation.

-
-

(SIGNATURE OF PROPRIETOR)

Date : Feb 26

(NAME IN BLOCK LETTERS)

Place :

(Name of Firm)

-
-

-

-

| Technical Specifications of Items | | | | |
|--|---------------|---|--|----------------|
| Sno | Item | Specifications/ Performance Parameters | Technical Specifications | Remarks |
| 1 | Dry Distemper | Brand | Asian Paints | |
| | | Quality | Product must offer smooth matte finish | |
| | | | Finish with superior brightness | |
| | | Industry standard | IS427 | |

| | | | | |
|--|--|------------------|--|--|
| | | VOC Level | Low VOC | |
| | | Dilution | 1 ltr of water to 1.5-2 Kg of distemper | |
| | | Packing Box | 20 Ltr with ISI Certification Mark | |
| | | Drying Time | Fast Drying, 30-45 Min | |
| | | Additional Reqmt | 01x Ltr distemper should be delivered at consignee address for sample. | |

-

-

-

-

-

5. 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 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 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 प्राधिकार 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 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 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---