

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	04-09-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	04-09-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence
संगठन का नाम / Organisation Name	Border Road Organisation
कार्यालय का नाम / Office Name	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :bro-dire3es@nic.in Buyer Email id: bro-ddgta@nic.in
कुल मात्रा / Total Quantity	14
वस्तु श्रेणी / Item Category	Forklifts (V2) as per IS 6765:2003 and IS 10517 (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	156 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 विवरण/Bid Details	
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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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
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)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
अनुमानित बिड मूल्य / Estimated Bid Value	15596000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	311920

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PCDA (BR)

Seema Sadak Bhawan, Ring Road, Delhi Cantt, New Delhi, 110010

(Pcda Br)

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
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

5. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

6. 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

Forklifts (V2) As Per IS 6765:2003 And IS 10517 (14 pieces)

(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

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Operating Mode	Diesel Engine Operated
	Battery Type	Lithium Ion Battery, Lead Acid Battery, NA
	Tonnage Capacity (ton)	1.5, 2, 3, 4, 5, 6, 8, 10, 12 Or higher
	Standard Load Centre Distance	DH/DV for Forklift up to 4000 Kg 500/500mm, DH/DV for Forklift for 5000 to 12000 kg 600/600mm, DH/DV for Forklifts for 10000/12000 Kg 900/900 mm
	Transmission	Automatic
	Type of Drive	Single(two tyres in the front)
CONSTRUCTIONAL	Max Engine HP Range at Rated RPM (hp)	<=50, >50, NA
	Tyre Type	Solid
Dimensions	Lift Height (metres)	3 to 3.8 meters, 4 to 4.5 meters, 5 to 6 meters

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	30 Days

प्रेषिती/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	*****	*****PATHANKOT	1	150
2	*****	*****GURDASPUR	2	150
3	*****	*****Gurdaspur	1	150
4	*****	*****DIMAPUR	2	150
5	*****	*****SIANG WEST	1	150
6	*****	*****Darjeeling	2	150

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
7	*****	*****CACHAR	1	150
8	*****	*****SONITPUR	2	150
9	*****	*****GURDASPUR	2	150

क्रता 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 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.

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Inspection

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

Board of Officers as nominated by BRO

Post Receipt Inspection at consignee site before acceptance of stores:
Board of Officers as nominated by BRO

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TECHNICAL SPECIFICATION AND ADDITIONAL TERM & CONDITION

Following additional Terms & Conditions/clarifications on the subject Bid for procurement of **Fork Lift Truck 2 Ton & above capacity** is mentioned:

A. Bid Requirement Values.

1	General	Self Propelled wheel mounted fork lift truck 2000 Kg or above capacity should be mounted on robust & steady chassis of manufacturer's design.
2	End Use	Fork lifter shall be capable of successfully lifting and moving for material handling job of engines, gear boxes, tyres, barrels, containers, steel plates/ rods, gas cylinders, crate etc.
3	Prime Mover	Liquid cooled, natural aspirated diesel engine of Komatsu/ISUZU/BEML /Kirloskar/Cummins/Tata/JCB or reputed make developing min 40 HP or more power at rated RPM duly approved by ARAI/BIS /BS/DIN/ SAE. Engine should be self sustainable in high altitude area up to 4500 mtrs above MSL. After the de-rating due to high altitude, engine should deliver adequate horse power required to run the eqpt for all tasks for which the eqpt is made for.
4	Emission Norms	As per latest emission norms approved by Govt of India with supported documents from Govt agency
5	Cold starting device	Required (Cold starting device comprising of inlet air pre-heater or heater plug or both in induction system) or better technology.
6	Steering	Power Steering as per manufacturer's design.
7	Load capacity	2 Ton & above
8	Lift Height	4m & above
9	Brake System	Hydraulic
10	Standard Load Centre Distance	500mm & More
11	Lifting Stage	2/ 3
12	Tyre Type	Solid
13	Transmission	Automatic

14	Operating Mode	Diesel engine operated
15	Type of drive	Single
16	Rated capacity at Standard Height	2000 Kgs or above
17	Engine capacity	40HP or more
18	Rated (RPM)	As per manufacturer design
19	Engine Torque Nm	As per manufacturer design
20	No of cylinder	4
21	Engine cooling System	Liquid Cooled
22	Gradeability	17% & above
23	Minimum ground clearance	110mm & above
24	Fork spread	900mm & above
25	Fork Size	1000mm & above
26	Overall height raised	4000mm & above
27	Mass of truck	As per manufacturer design
28	Number of speed forward/reverse	1 or 2
29	MAST tilt forward & Reverse	4 degree & above
30	Painting	The Eqpt shall be supplied duly painted in golden yellow colour of ISI Standard
31	Site Condition:- The eqpt should be suitable for use at rated performance without damage to any components when working under the following atmospheric conditions:- (a) Temperature : (-) 20 deg C to (+) 55 deg C (b) Altitude : Up to 4500 mtrs above MSL	
32	Warranty	12 months

33	<u>Safety Precautions</u> :- All exposed parts which are subject to high operating temperatures or which are energized electrically shall be insulated, fully enclosed, or guarded. All moving parts which are of such nature or so located as to be a hazard to operator or maintenance personnel shall be fully enclosed or guarded. Protective devices shall not impair the operating functions. Manufacturer of the eqpt shall ensure that all safety aspects are taken care of so that maximum safety is provided to the operator/person handling the vehicle during operation/maintenance.
34	<u>Construction Equipment Vehicle (CEV) Certification:</u> ARAI/VRDE/ICAT/GARC

(B) PQ CRITERIA/OTHER TERMS & CONDITIONS.

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35. (a) **Performance Evaluation of Offered equipment.**

If the offered equipment is not trial evaluated in BRO. The bidder must be an OEM and must have sold in market a minimum **06** No of Equipment of similar or higher capacity in last three years ending on 31st March of the previous financial year. Copies of related Supply Orders and Performance certificates, in support of these will be submitted by the bidder. BRO reserves the right to conduct limited 'No Cost No Commitment' basis performance trials for a period of 50 hours operation at a mutually agreed project location including Vendor Premises.

OR

If the offered equipment is trial evaluated in BRO and is not in service in BRO / Indian Army. The offered equipment has been trial evaluated and found successful in BRO/ has been found qualified in staff evaluation for procurement by Indian Army. Documentary proof in support of this be enclosed.

OR

If the offered equipment is in service in BRO. The offered equipment is presently in service with BRO and its Performance is Satisfactory. Performance of equipment already inducted in BRO shall be evaluated internally by E4 (Repair)/ TA Dte/HQ DGBR. In case found unsatisfactory, the bid of concerned bidder shall be rejected. In this regard the decision of BRO is final.

(b) **Experience Criteria** : The Bidder i.e. OEM (themselves or through resellers(s)) should have regularly, manufactured and supplied same or similar Category Products for **3 years** before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied a definite quantity during each of the year.

36. **Commissioning of equipment (By Seller).**

The equipment shall be commissioned by the Seller within a maximum period of **30 days** from the date of receipt of communication from the **consignee** confirming that the equipment is ready for commissioning. For any delay in commissioning of such equipment beyond 30 days of receipt of communication, **a penalty @ 0.10% of the contract price per day per equipment, subject to a maximum of 10% of the value of non-commissioned equipments, shall be levied on the S**

eller. This amount shall be recovered either from any payment due to the SELLER or from the Performance Bank Guarantee, whichever is applicable.

37. **Warranty**

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(i) The SELLER warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

(ii) The SELLER warrants for a period of 12 months from the date of commissioning, that the goods/stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) Idling charges will be applicable for the period of defects.

38. **Resources for providing spares & consumables for maintenance up to 10 years:** The bidder should have adequate facilities in India to carry out after sales service at various consignees for a total period of 10 (Ten) years including Guarantee/Warranty period of 01(One) year and 09 (Nine) years thereafter in terms of supply of spares.

39. **Idling Charges.**

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In case of defects developing during the warranty period, if the equipment is not put back in running condition (by Seller) within a period of maximum of 21 days from the date of issue of notification, failing which the seller shall be liable to be charged an idling cost for the entire delay duration (Including 21 days) @ INR Rs. 1278.00 (Rupees One Thousand Two Hundred Seventy Eight Only) per day subject to a **maximum of 05 % of the contract value, shall be levied on the Seller**. If there is further such delay after reaching this limit, the procuring Entity shall be entitled to encashment of the whole of Performance Bank Guarantee, beside recording of adverse performance of the contractor for future tender.

40. Price to be quoted shall inclusive of GST & freight charges.

41. **Engineering Support Package.**

(i) **Tools.** One set of tools required for undertaking regular and periodical maintenance, shall be provided along with the each equipment, on FREE OF COST.

(ii) **MRLS.** Three Set of hard copy of document containing Manufacturer Recommended List of Spares (MRLS) covering both repair & maintenance spares for 1000Hrs/2000 Hrs/5000 Hrs and list of one set document containing list of overhaul spares for 100 equipments shall be provided at the time of PDI.

(iii) **Technical Literature:** All Technical Literatures (hard copy in English) described below shall be supplied by the Seller on FREE OF COST along with each equipment:-

(aa) Operation, Repair and maintenance manual for both engine and equipment.

- (ab) Workshop manual for both engine and equipment.
- (ac) Illustrated parts catalogue for both engine and equipment.
- (ad) Illustrated list of Special Maintenance Tools, if any.
- (ae) Lubrication charts for complete equipment.
- (af) In addition, following literature to be handed over to HQ DGBR/
E4 Tech :-

- (i) Illustrated parts catalogue of engine and equipment – 05 Sets.
- (ii) Running, Repair and Maint manual for both engine and equipment – 03 Sets.
- (iii) Lubrication charts for complete equipment – 03 Sets.
- (iv) Workshop manual for both engine and equipment – 02 Sets.
- (v) Soft copy of all above literature at S/No. (i) to (iv) – 01 Set

42. The bidder shall submit a certificate on compliance of Rule 144 (xi) of GFR 2017 as per Ministry of Finance, Department of Expenditure, Public Procurement Division vide their order Nos dated 23 Jul 2020 and its subsequent Procurement Orders 2 and 3 dated 23 and 24 Jul 2020 vide their File No 06 / 18 / 2019. Model Certificate enclosed as Appendix 'A'.

Appendix 'A'

To
Dir E3ES,
Headquarter Directorate General of Border Roads
Seema Sadak Bhawan
New Delhi- 110010.

THIS IS TO CERTIFY THAT

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1. I (Bidder) certify that I have read that "File No 06/18/2019 – PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division (Attached) Subject: Insertion of rule 144 (xi) in the GFR 2017" regarding restrictions on procurement from a bidder of a country which shares land border with India and Procurement Order dated 23 and 24 Jul 2020.

2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)."

Stamped and Signed by
Authorised Signatory on behalf of the Firm

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी 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---