बिड संख्या/Bid Number: GEM/2026/B/8046546

दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nainiradhe372@nic.in Buyer Email id: fkuh.3412@gov.in
कुल मात्रा/Total Quantity	229
वस्तु श्रेणी /Item Category	Sky Walker , Outdoor Cycle , Double Sit Up Board , Leg Press , Monkey Bar , Parallel Bar , Horizontal Bar , Seating Twister Dual , Standing Twister Triple , Loop Ring Climber , Stepper Dual , Arm and Paddle Bike , Eight Station Open Multigym , Freestanding Cross Fit Rig with Monkey Bar , Jute Mat , Medicine Ball , Manila Rope , Yoga Mat , Chest Press , Rowing Machine , Dumbbells with stand , Double Lat Pulldown Machine , Double Pulley Dated Cable Pulley Machine , Double Triceps Station Machine , Double High Low Pulley Machine , Cable crossover Functional Cable Exercise Machine , Gym Matting Heavy Duty Rubber Flooring , Installation
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Sky Walker, Outdoor Cycle, Double Sit Up Board, Leg Press, Monkey Bar, Parallel Bar, Horizontal Bar, Seating Twister Dual, Standing Triple Twister, Loop Ring Climber, Stepper Dual, Arm and Paddle Bike, Eight Station Open Multigym, Freestanding Cross Fit Rig with Monkey Bar, Jute Mat, Medicine Ball, Manila Rope, Yoga Mat, Chest Press, Rowing Machine, Dumbbells with Stand, Double Lat Pulldown 2 users Simultaneously, Double Pully/Dated Cable Pully (2 Users Simultaneously use), Double Triceps Station (2 Users Simultaneously use), Double High/ Low Pully (2 Users Simultaneously use), Cable Crossover (Functional Cable Exercise), Gym Matting (Heavy Duty Rubber Flooring 600 Sqft)
	Searched String: Sky Walker Walker Rollator, Air Walker / Stroller - Outdoor Gym

बिड विवरण/Bid Details	Equipment, Kaye Walker or Posture Control Walker (V2), Cerebral Palsy Walker, Enamel, Synthetic, Exterior (A) Undercoating (B) Finishing (V4) Confirming to IS 2932, Walker with Crutches, Cotton Bandage Cloth Conforming to IS 863 **Searched String**: Outdoor Cycle Ped-O-Cycle (V2), Pole-Mounted Outdoor Dustbin, Outdoor Wireless Bridge, Protective Work Wear (Jacket), Outdoor RF Antenna, Twister - Outdoor Gym Equipment, Outdoor / Indoor Fountain, Protective Work Wear (Trouser), Outdoor Slide (V2), Air Walker / Stroller - Outdoor Gym Equipment **Searched String**: Double Sit Up Board Sit Up Board - Outdoor Gym Equipment, Pin Up Notice Board (V2), Surf Board - Outdoor Gym Equipment, Twister - Outdoor Gym Equipment, Combination Board (V2), Foot Rest, Low Temperature Laboratory Deep Freezer (up to-40°C Degree), Computer Table (V3), Ultra Low Temperature Laboratory Deep Freezer (up to -86°C Degree), Newspaper Reading Stand (V2) **Searched String**: Leg Press Selectorized Horizontal Seated Leg Press, Writing Pad Chair, Leg Press - Outdoor Gym Equipments, 45 degree Leg Press or Hack Squat Machine, Lyophilizer, Laboratory Press, Chest Press - Outdoor Gym Equipments, Horse Leg Wraps, Cast Iron Bench, Selectorized Leg curl and Extension combo machine **Searched String**: Monkey Bar Monkey Repellent Kit, Cloth Dryer Stand, Monkey Rope (V2), Bar Counter, Parallel Bar - Outdoor Gym Equipment, Solder Bar, Triceps bar, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Extension Bar, Grievance Management System Software **Searched String**: Parallel Bar Parallel Walking Bar (V2), Cloth Dryer Stand, Parallel Bar - Outdoor Gym Equipment, Parallel Bars - Gymnastics, Twist Drill (Parallel Shank) as per IS 5102 (V2), Parallel Key (BHEL), High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Parallel Hand Reamers with Parallel Shank - IS 5444, Bar Counter, Solder Bar **Searched String**: Horizontal Bar Horizontal Bar - Gymnastics, Horizontal Autoclave, Bar Counter, Solder Bar, Cloth Dryer Stand, Triceps bar, Parallel Bar - Outdoor Gym Equipment, Extension Bar, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, CNC Horizontal Turning Centre **Searched String**: Seating Twister Dual Twister - Outdoor Gym Equipment, Waiting Area / Airport Terminal / Public Place / Reception area Chair or Seat (V2), Twister Machine (Version 2), Non-Reversible Wire Twister (V2), Auditorium Chair (V2), Dual Chamber Implantable Pacemaker, Chair or Bench or Stool (Handicraft) (V2), Dual

बिड विवरण/Bid Details	Chamber Temporary Pacemaker, Sofa (V3), Dual Headed Gamma Camera
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: Standing Triple Twister Free standing PARTITION PANEL, Metal Storage Cabinet, Selectorized Standing Calf Raise, Twister - Outdoor Gym Equipment, Wooden Shelf / Case / Rack / Credenza / Modular Storage (V2), Twister Machine (Version 2), Cloth Dryer Stand, Non-Reversible Wire Twister (V2), Newspaper Reading Stand (V2), Triple Purpose Nozzle as per IS 2871 **Searched String**: Loop Ring Climber Inoculating Loop, Hook and loop disc, Fastener for Consumer Goods - Synthetic Hook and Loop Tape as per IS 8156, HOLDER FOR PLATINUM WIRE LOOP, File/Folder (V3), Electric sterilizer for inoculation loop, Backing Ring, Ring Wrenches (Spanners) as per IS 2029, Tennikoit Ring, Spiral Wound Metallic Gasket **Searched String**: Stepper Dual Aerobic Stepper (V2), Dual Chamber Implantable Pacemaker, Dual Chamber Temporary Pacemaker, electronic total station, Dual Headed Gamma Camera, Handheld Digital Infrared Thermometer, Dual Frequency Ultrasound Therapy Unit (V2), high performance power supplies, Single and dual beam IR sensor, Acoustic Binaural Stethoscope (V3) **Searched String**: Arm and Paddle Bike Two Wheeler - Motorcycle, Scooter and Moped (V2), Wrist and Forearm Splints (V2), Car Remote Door Opening Kit (MHA), Electric Two Wheeler - Motorcycle, Scooter and Moped, Ruggedised and Armoured Fibre Optic Patch Cord, Shoulder Builder / Arm Wheel - Outdoor Gym Equipment, Surveillance Drone / Unmanned Aerial Vehicle (V2) (Defence Forces - Navy, Army and Air Force), Drone or Unmanned Aerial Vehicle with Customized Payload (Defence Forces - Navy, Army and Air Force), Wire rope slings and sling legs (V3) conforming to IS 2762, Logistics Drone or Unmanned Aerial Vehicle (Defence Forces - Navy, Army and Air Force) **Searched String**: Eight Station Open Multigym Category not available on GeM for the text string uploaded by the buyer **Searched String**: Freestanding Cross Fit Rig with Monkey Bar Elliptical Cross Trainer, Weightlifting Equipment – Bars / Plates / Collars (V2), Cable Cross Over (Version 2) **Searched String**: Jute Mat door mat jute, bathroom mat, JUTE Seeds, Decorative Mats - Mat Door Coir, Anti Fatigue Mat, chair mat-cushion, Yoga Mats (V2), ESD Mat (V2), Cleanroom Sticky Mat, door mats **Searched String**: Medicine Ball Medicine Ball (V2), Medicine Kit Bag, Trolley, Medicine conforming to IS 7083, Sofosbuvir Tablets, Plastic Play Balls for Kids (V3), CPVC Ball Valve, Exercise Ball (V2), Shooting

बिड विवरण/Bid Details	Ball (V2), Squash Ball (V2), Tennis ball (V2) **Searched String**: Manila Rope Manila Ropes (V5) ISI marked to IS 1084, Wire Rope For Wire Rope Barrier, Ceramic Fiber Rope, Skipping Rope (V2), Multipurpose Rope (Defence), Untarred Sisal Rope (V2) Conforming To IS 1321 (Part 1), Monkey Rope (V2), Battle Rope (V2), Wire rope slings and sling legs (V3) conforming to IS 2762, Triceps Rope (V2) **Searched String**: Yoga Mat Yoga Mats (V2), bathroom mat, Yoga Mats-Handicraft, Decorative Mats - Mat Door Coir, Anti Fatigue Mat, chair mat-cushion, door mat jute, ESD Mat (V2), Cleanroom Sticky Mat, door mats **Searched String**: Chest Press Chest Press (Version 2), Lyophilizer, Chest Press - Outdoor Gym Equipments, Laboratory Press, Oil press machine, Selectorized Multi Press, Leg Press - Outdoor Gym Equipments, Shoulders Press Machine, 45 degree Leg Press or Hack Squat Machine, Chest Guard- Gymnastic **Searched String**: Rowing Machine Rowing Machine cum Sliding Seat (V2), Sanitary Napkins Incinerator Machine with Smoke Control Unit, Rowing Boat, Hand Rower (V2), Rowing oars (Sweep oars), Sanitary Napkins Vending Machines, Milking Machine, Roti Making Machine, Shaping Machine, Shoe Shining Machine **Searched String**: Dumbbells with Stand Dumbbells (V2), Revolving Chair (V5), Coat Stand, Stationery Holder/Pen Stand(V3), Indian National Flag for Table with Stand, Entry and Mid Level Desktop Computer, Speaker Stand, Modular Table / Meeting Table / Centre Table (V2), flask stand, High End Desktop Computer **Searched String**: Double Lat Pulldown 2 users Simultaneously Lat Pull Down (Version 2), Chest Press - Outdoor Gym Equipments **Searched String**: Double Pully/Dated Cable Pully (2 Users Simultaneously use) Category not available on GeM for the text string uploaded by the buyer **Searched String**: Double Triceps Station (2 Users Simultaneously use) Open Jaw Wrenches (Spanners) (V2) As Per Is 2028, Chest Press - Outdoor Gym Equipments **Searched String**: Double High/ Low Pully (2 Users Simultaneously use) Category not available on GeM for the text string uploaded by the buyer **Searched String**: Cable Crossover (Functional Cable Exercise)

बिड विवरण/Bid Details	
	Cable Tie (V2), XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Electrical Cable Lugs, Flamproof Cable Gland, PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Rigid Conductor (V2) ISI Marked To IS 694, Cable network tester, Cable Joint Kit Suitable for Cables Up to and Including 33 kV (V2), Copper Cable Analyser, PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, Signal/ Triad Cable **Searched String**: Gym Matting (Heavy Duty Rubber Flooring 600 Sqft) Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Rowing Machine cum Sliding Seat (V2) • Parallel Bar - Outdoor Gym Equipment • Multi Station Gym (V3)
बीओक्यू शीर्षक /BOQ Title	Provision of Open Gymnasium in Students Training Area
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	29 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	90 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Freestanding Cross Fit Rig with Monkey Bar
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	240000

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).	38

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

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

(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 :

Proj Offr
NCO Academy, Dhana, Department of Military Affairs, Indian Army, Ministry of Defence
(Sanjok Rasaily)

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 availabele 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
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. 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.
7. 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.
8. 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.

9. **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.
10. 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.
11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

12. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	**प्री-बिड स्थान/Pre-Bid Venue**
24-10-2026 10:00:00	NCO Academy Dhana, Sagar, MP

Sky Walker

(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)

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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	**********	**********Sagar	2	60

Outdoor Cycle

(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)

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1	**********	**********Sagar	2	60

Double Sit Up Board

(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)

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1	**********	**********Sagar	2	60

Leg Press

(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)

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1	**********	**********Sagar	2	60

Monkey Bar

(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)

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1	**********	**********Sagar	2	60

Parallel Bar

(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)

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1	**********	**********Sagar	2	60

Horizontal Bar

(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)

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1	**********	**********Sagar	2	60

Seating Twister Dual

(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)

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1	**********	**********Sagar	2	60

Standing Twister Triple

(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)

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1	**********	**********Sagar	2	60

Loop Ring Climber

(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)

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1	**********	**********Sagar	2	60

Stepper Dual

(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)

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1	**********	**********Sagar	2	60

Arm And Paddle Bike

(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)

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1	**********	**********Sagar	2	60

Eight Station Open Multigym

(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)

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1	**********	**********Sagar	2	60

Freestanding Cross Fit Rig With Monkey Bar

(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)

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1	**********	**********Sagar	2	60

Jute Mat

(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)

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1	**********	**********Sagar	20	60

Medicine Ball

(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)

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1	**********	**********Sagar	10	60

Manila Rope

(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)

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1	**********	**********Sagar	100	60

Yoga Mat

(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)

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1	**********	**********Sagar	50	60

Chest Press

(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)

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1	**********	**********Sagar	2	60

Rowing Machine

(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)

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1	**********	**********Sagar	2	60

Dumbbells With Stand

(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)

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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	**********	**********Sagar	2	60

Double Lat Pulldown Machine

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	02	60

Double Pulley Dated Cable Pulley Machine

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	02	60

Double Triceps Station Machine

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	02	60

Double High Low Pulley Machine

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	02	60

Cable Crossover Functional Cable Exercise Machine

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	02	60

Gym Matting Heavy Duty Rubber Flooring

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	3	60

Installation

(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

Specification Document	View File
BOQ Detail Document	View File

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

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	**********	**********Sagar	2	60

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

1. **Generic**

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

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. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

   Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. **Generic**

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

   1. I M/s.

   Your Firm Name
   hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

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

7. **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 (Increased quantity ÷ Original quantity) × 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.

8. **Generic**

   Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

   10 Years
   Shelf Life. On the date of supply, minimum
   08 Years
   usable shelf life should be available / balance.

9. **Generic**

   While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. **Forms of EMD and PBG**

    Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

    ATG A/C NCO'S Academy Dhana
    Account No.
    11604112222
    IFSC Code

SBIN0012183
Bank Name
State Bank of India
Branch address
SBI Dhana
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NCO Academy Dhana
payable at
State Bank of India, Copy of the Same submit in NCO Academy Office
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. **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.

13. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

14. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

15. **Turnover**

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

16. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

17. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

18. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

19. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

20. **Warranty**

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

21. **Ration Item ATCs**

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

22. **Ration Item ATCs**

Shelf Life The supplier shall declare the shelf life/best before use for a minimum period equal to the warranty period as given in the DFS for the item. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

23. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

24. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDITIONAL TERMS AND CONDITIONS

1. **LAW**. The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective date of the contract**. The Contract shall come into effect on the date of signing of the Contract or as mutually agreed by the Parties and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commerce from the effective date of the Contract.

3. **Liquidated Damages**. In the event of the Seller's failure to supply the stores/ goods/ the bonds guarantees and documents, supply the stores/ goods and conduct trails, installation of equipment, training, etc as per specified in this contract, the CFA, without prejudice to the rights of the purchaser to any other

remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price (total cost (including elements of GST, Freight/ transportation and other variations like PVC/ERV etc)) of stores / incidental works/ Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price (total cost (including elements of GST, Freight/ transportation and other variations like PVC/ERV etc)) of stores/ incidental Works/ Service. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

3.1. In case of inordinate delay this maximum deduction shall be 10% of the Price (Total cost), as stated above, of stores/ incidental works/ services supplied with delay.

3.2. **Inordinate Delays**. Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

4. **Force Majeure Clause**.

4.1. 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, Earthquake and other acts of god as well as war, Military operations, 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.

4.2. 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.

4.3. The party for which it becomes impossible to meet obligations under this contract to force majeure conditions, is to notify in written form the other parity 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.

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

4.5. If the impossibility of complete or partial performance of an obligation lasts for more than **120 days**, 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.

5. **Terms for Delivery and Transportation**. Delivery will be made at NCO Academy, Dhana c/o 56 APO (MP) as one consignment (part consignment will not be accepted).

6. **Life Certificate of the Eqpt**. A life certificate of the equipment duly certified by the OEM will be submitted alognwith the commercial bids.

7. **Disqualification**. Govt of India reserves the right to disqualify any vendor, should it be so necessary at any stage on grounds of National Security.

8. **Penalty for Use of Undue influence**. The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the govt of India for showing or forbearing to show favor or disfavor to any pers

on in relation to the present contract or any other contract with the Govt of India. Any breach of the afores aid undertaking by the Seller or any one employed by him or acting or his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the Seller or anyone employed by him or a cting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the co ntract and all or any other contracts with the seller and recover from the seller the amount to any loss arisi ng from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the underta king had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or ind ucement or any attempt at any such act on behalf of the seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer / employee of the buyer for showing any fafour in relation to this or any other contract, shall render the seller to such liability/ penalty as the Buyer may d e e m proper, including but no limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

9. **Agents / Agency Commission**. The seller confirms and declares to the buyer that the seller is th e original manufacturer of the stores / provider of the services referred to in this contract and has not eng aged any individual or firm, whether Indian or foreign whatsoever, to interceded facilitate or in any way to recom mend to the Govt of India or any or tits functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such i ndividual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in correct or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/ fi rm, and paid or intended to pay any amount, gift reward, fees, commission or consideration to such perso n, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to re fund that amount to the buyer. The seller will also be debarred from entering into any supply contract with the Govt of India for a minimum period of five years. The buyer will also have a right to consider cancellati on of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such an event be liable to refund all payments made by the buyer in terms of the contract alongwith int erest at the rate of 2% per annum above LIBOR rate. The buyer will also have the right to recover any suc h amount from any contracts concluded earlier with the Govt of India.

10. **Access to Books of Accounts**. In case it is found to the satisfaction of the buyer that the seller has engaged an agent or paid commission and penalty for use of undue influence, the seller, on a specific request of the buyer necessary information / inspection of the relevant financial documents / in formation.

11. **Termination of Contract**. Without prejudice to any other remedy for breach of the Contract, su ch as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving termination Notice to the Seller any time after the default, but prior to the inten ded termination date in any of the following cases :-

11.1. The seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for More (03 weeks/ ~~months~~) as related to the delivery period as per the Contract or for a period greater that 50% of the scheduled delivery period for the overall Contract, whicheve r is earlier.

11.2. The seller is declared bankrupt or becomes insolvent.

11.3. The performance in whole or in part or any obligation under this Contract is prevented or de layed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

11.4. The item offered by the seller repeatedly fails in the inspection and/ or the seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

11.5. The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and un ethical practices, directly or indirectly, to influence the award of the Contract.

11.6. Any special circumstances that are to be recorded to justify the termination of the Contract.

11.7. As per decision of the Arbitration Tribunal.

12. **Notices**. Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or sent by Fax, e-mail, or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

13. **Transfer and Subletting**. The Seller has no right to give, bargain, sell, assign or sublet or other wise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or adv antage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of m erger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting suc h consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its who lly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

14. **Patents and other Industrial Property Rights**. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registration charges, tradem arks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsib ility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, includin g spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

15. **Amendments**. No provision of the present Contract shall be changed or modified in any way (incl uding this provision) either in whole or in part, except by an instrument in writing made after the date of t his Contract and signed on behalf of both the parties and which expressly states to amend the present Con tract.

15. **Taxes, Duties and Levies**.

15.1. All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries (*applicable in case of proposals involving foreign procurements*).

15.2. All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

15.3. Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likel y to be paid in connection with delivery of completed goods/services specified in the RFP. In the abse nce of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

15.4. If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from the m, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it sho

uld be brought out clearly. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

15.5. Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

15.6. Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions, etc., if any, obtained by the Seller.

15.7. Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

15.8. Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

15.9. In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

15.10. In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

15.11. For imported stores, the Bidder shall quote prices thereof exclusive of customs duty and shall specify separately the CIF/ CIP/ any other INCOTERMS (as applicable) prices and total amount of customs duty payable. The Bidder will also indicate correctly the rate of customs duty applicable, along with the Indian Trade Classification (ITC-HS) applicable. Customs duty if paid by the Seller will be reimbursed at actuals, on production of necessary documents.

OR

The Bidder will be exempt from payment of Customs Duty, for which Customs Duty Exemption Certificate (CDEC) will be provided by the Buyer.

(Strike out as applicable)

15.12. Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned, a certificate immediately after a period of three months from the date of payment of the duty to the Customs authorities, to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the Customs authorities by him.

15.13. In case the Bidder obtains any refund of customs duty, subsequent to the payment of the same by him to the Customs authorities and reimbursement of the customs duty to him by the Paying

Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the s ame to the Buyer.

16. **Advance Payments**. No advance payment(s) will be made.

17. **Paying Authority**.

17.1. **Indigenous Sellers**. *(Name and address, contact details)* . The payment of bills wil l be made on submission of the following documents (as applicable) by the Seller to the Paying Authority along with the bill:-

17.1.1. Ink-signed copy of Contingent bill/ Seller's bill.

17.1.2. Ink-signed copy of Commercial invoice.

17.1.3. Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurr ence, where required.

17.1.4. CRVs in duplicate.

17.1.5. Inspection note.

17.1.6. Claim for statutory and other levies to be supported with requisite documents/ p roof of payment such as GST challan, Customs duty clearance certificate, proof of payme nt for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.

17.1.7. Exemption certificate for taxes/ duties, if applicable.

17.1.8. Copy of Advance Payment Bank Guarantee (APBG), if any.

17.1.9. Guarantee/ Warranty certificate, if applicable.

17.1.10. Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond, where ap plicable.

17.1.11. DP extension letter with CFA's sanction, UO Number and date of IFA's concu rrence, where required under delegation of powers, indicating whether extension is with or without LD.

17.1.12. Details for electronic payment, viz. Account holder's name, Bank name, Bra nch name and address, Account type, Account number, IFSC code, MICR code (if these d etails are not incorporated in Supply Order/ Contract).

17.1.13. Any other document/ certificate that may be provided for in the Supply Ord er/ Contract.

17.1.14. User Acceptance.

Note:- *From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in the RFP.*

18. **Fall Clause**. The following Fall clause will form part of the Contract placed on successful Bidder:-

18.1. The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical descri

ption to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

18.2. If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:(i) Exports/ Deemed Exports by the Seller. (ii) Sale of goods such as drugs, which have expiry dates.

18.3. The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ Rate Contract:-

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para 18.2 above, details of which are given below:-

....

19. **Risk & Expense Clause**.

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

19.2. Should the stores or any instalment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check-proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate the Contract wholly or to the extent of such default.

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

19.3.1. Such default.

19.3.2. In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

19.4. Any excess of the purchase price, cost of manufacturer or value of any stores procured from any other supplier, as the case may be, over the Contract price appropriate to such default or balance, shall be recoverable from the Seller. Such recoveries shall not exceed **10 %** of the value of the Contract.

19.5. The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

20. **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification. Such quality certification arrangements are to be as per the satisfaction of the Purchaser and his Quality Assurance Organisation/ AHSP.

21. Export Licence. The Bidders are to confirm that they have requisite export licence from their Government and Authorisation from the manufacturing plant, in case they are not the OEM, to export the military/ non-military goods to India.

22. **Earliest Acceptable Year of Manufacture**. Year 2025, Quality/ Life certificate will need to be enclosed with the Bill.

23. **Transportation**. The following Transportation clause will form part of the Contract placed on the successful Bidder:-

23.1. **FOB/ FAS**. The stores shall be delivered FOB/ FAS basis (as per the latest version of Incoterms) in accordance with the terms and conditions agreed in the present Contract. The stores shall be delivered to the Buyer within delivery period of the contract. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part-shipment of goods would be permitted. Transhipment of goods would also not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/ or transshipment without the express/ prior written consent of the Buyer.

24. **Airlift**. The following Airlift clause will form part of the Contract placed on the successful Bidder:-

"Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed."

25. **Quality**. The quality of the stores delivered according to the present Contract, shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the Seller's country or specifications enumerated as per the RFP and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e. not manufactured before **2025** (*Year of Contract*), and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers, wherein it should be mentioned that the item would provide as much life as the original item.

26. **Quality Assurance**. The Seller would provide the Standard Acceptance Test Procedure (ATP) within **01 month** of the date of signing the Contract. The Buyer reserves the right to modify the ATP. The Seller would be required to provide all test facilities at his premises for acceptance and inspection by the Buyer. The details in this regard will be coordinated during the negotiation of the Contract. The item should be of the latest manufacture, conforming to the current production standard, and having 100% defined life at the time of delivery.

27. **Inspection Authority**. The Inspection will be carried out by NCO Academy, Dhana. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self-certification.

28. **Franking Clause**. The following Franking clause will form part of the Contract placed on the successful Bidder:-

28.1. **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."

28.2. **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."

29. Warrany period of the same is 3 Years with 3 years AMC on annyal basis.

30. Technical Specification Acceptence certificate should be uploaded alongwith bid documents.

31. Acceptance of ATC certificate should be uploaded alongwith bid documents.

32. **Document Submission**. All required documents shall be uploaded exclusively through the GeM Portal before the bid submission deadline. No additional or revised documents submitted after the tender opening date or through any other mode shall be considered.

33. **Quality Certifications**. The bidder and/or OEM shall possess valid certifications as mentioned below.

Bidder

- ISO 9001

OEM

- ISO 9001

34. Copies of all valid certificates shall be uploaded along with the bid.

35. **Security Requirements**. The bidder shall submit a valid Security Clearance Certificate for the firm as well as key personnel, wherever applicable.

36. **Technical Compliance**. A duly signed and stamped Technical Compliance Statement, in the prescribed format and on the bidder's official letterhead, shall be submitted along with the bid.

37. **Bid Security**. Eligible bidders shall submit a Bid Security Declaration, while other bidders shall furnish the prescribed Earnest Money Deposit (EMD), as applicable.

38. **Mandatory Undertakings**. The bidder shall submit the following declarations on a ₹100 Non-Judicial Stamp Paper, duly signed and stamped:

- Declaration of Non-Blacklisting and Non-Grey Listing.
- Declaration confirming the authenticity and correctness of all documents submitted.

39. The offered products shall not be declared End-of-Life (EOL) or End-of-Support (EOS) for a minimum period of five (05) years from the date of supply. The bidder shall upload all mandatory documents specified in the bid along with the technical offer.

40. **Rejection Criteria**. Submission of false, misleading, incomplete, or fabricated information, or failure to submit any mandatory document specified in this ATC, shall render the bid non-responsive and liable for summary rejection.

41. **Quality Assurance and Evolution**. Seller would provide the Standard Acceptance Test Procedure (ATP) within four months of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiated of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

42. **Inspection Authority**. The inspection will be carried out by Commandant NCO Academy alongwith Board of Officers.

43. **Transfer and Sub-letting** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

44. **Joint receipt Inspection.** The following Joint Receipt inspection clause will form part of the contract placed on successful Bidder:-

44.1 The parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by 198 the Buyer. JRI shall be completed within 120 days (for armanment/ ammunition)/ 90 days (for other than armaments/ ammunition) of arrival of good at the port consignee. JRI will consist of

44.1.1. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

44.1.2. Complete functional checking of the stores/ equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

44.1.3. Check proof and firing, if required.

44.2. JRI will be carried out by the Buyer's representative(s), The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's Country.

44.3. Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In Case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not JRI in India shall be deemed to have been performed and the stores/ equipment fully accepted, Not applicable

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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 (other than EMD and signed Integrity Pact - which can be submitted

within 5 days of bid opening) 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 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---