बिड संख्या/Bid Number: GEM/2026/B/8168467

दिनांक /Dated: 05-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 18:00:00
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 :sunilphogat.337m@gov.in Buyer Email id: pchandyoke.415y@gov.in
कुल मात्रा/Total Quantity	48
वस्तु श्रेणी /Item Category	BOQ 1 , BOQ 2 , BOQ 3 , BOQ 4 , BOQ 5
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Heavy Duty Motorized Rolling Shutter, size 4000 × 4800 mm, including motor and Electrical Control Panel, Heavy Duty Motorized Rolling Shutter, size 5000 × 3700 mm, including motor and Electrical Control Panel, MS Supporting Structure using ISMC 100 × 50 mm, size 4000 × 4800 mm including fabrication, welding, painting and installation, MS Supporting Structure using ISMC 100 × 50 mm, size 5000 × 3700 mm including fabrication, welding, painting and installation, 100 mm Heavy Duty Padlock with MS locking hasp, staple and fixing accessories

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: Heavy Duty Motorized Rolling Shutter, size 4000 × 4800 mm, including motor and Electrical Control Panel Category not available on GeM for the text string uploaded by the buyer **Searched String**: Heavy Duty Motorized Rolling Shutter, size 5000 × 3700 mm, including motor and Electrical Control Panel Category not available on GeM for the text string uploaded by the buyer **Searched String**: MS Supporting Structure using ISMC 100 × 50 mm, size 4000 × 4800 mm including fabrication, welding, painting and installation Category not available on GeM for the text string uploaded by the buyer **Searched String**: MS Supporting Structure using ISMC 100 × 50 mm, size 5000 × 3700 mm including fabrication, welding, painting and installation Category not available on GeM for the text string uploaded by the buyer **Searched String**: 100 mm Heavy Duty Padlock with MS locking hasp, staple and fixing accessories Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Sliding Doors (V2)
बीओक्यू शीर्षक /BOQ Title	BOQ BOQ
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)	37 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
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes | Partial | Turn over value - 37 (in lakhs)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	BOQ 1
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	150000

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने 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 :

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

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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 (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.
2. 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.
3. 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.
4. 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.

5. **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.
6. 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.
7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	**प्री-बिड स्थान/Pre-Bid Venue**
13-11-2026 11:00:00	Central Aviation Support Depot at OIC, Library on 13 Nov 2026 at 11:00 Hrs

BOQ 1

(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	**********	**********SOUTH WEST DELHI	10	30

BOQ 2

(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	**********	**********SOUTH WEST DELHI	6	30

BOQ 3

(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	**********	**********SOUTH WEST DELHI	10	30

BOQ 4

(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	**********	**********SOUTH WEST DELHI	6	30

BOQ 5

(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	**********	**********SOUTH WEST DELHI	16	30

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

1. **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.

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. **Certificates**

   Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

5. **Generic**

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

   1. I M/s.

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

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

6. **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 (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.

7. **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.

8. **Forms of EMD and PBG**

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

THE COMDT
payable at
CASD, DLEHI CANTT-10
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDL TERMS & CONDITIONS OF GeM BID DOCUMENTS FOR ACCEPTANCE OF BID

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

1. The "Online Bids" under **two** bid system (Technical and Commercial separately) through GeM portal are invited for procurement under mentioned item. Details of items are as under:-

Ser	Nomenclature	A/U	Qty
(a)	Heavy Duty Motorized Rolling Shutter size 4000 mm width and 4800 mm height including motor and Electrical Control Panel	Set	10
(b)	Heavy Duty Motorized Rolling Shutter Size 5000 mm width and 3700 mm height including motor and Electrical Control Panel	Set	06
(c)	MS Supporting Structure using ISMC 100 x 50 mm size 4000 mm width and 4800 mm height including fabrication, welding, painting and installation	Set	10
(d)	MS Supporting Structure using ISMC 100 x 50 mm size 5000 mm width and 3700 mm height including fabrication, welding, painting and installation	Set	06

(e)	100 mm Heavy Duty Padlock with MS locking hasp. Staple and f ixing accessories	Pcs	16

2. Description of the above-mentioned products is as per specification att & all prospective bidders should comply with the specifications & will be checked by the **Technical Evaluation Committee**.

3. **Delivery Period and Location**. Delivery and Installation of items be completed within **30** days from the date of placement of contract at the Depot.

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

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

6. Online Bid will consist of the under mentioned documents. Failure of submission of valid docume nts will result in rejection of bid.

(a) Proof of OEM/ OES auth by OEM if applicable.

(b) Last three years' experience (i.e. 2023-24, 2024-25 & 2025-26) for supplying item to Central/State Government Ministries/Departments including its attached/subordinate offices, Cent ral/State Public Sector Units (PSUs)and Autonomous Bodies acting through its authorized officer(s) f or and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies.

(c) Bank certificate of credit worthiness of the firm as per format attached and any other f ormat will not be accepted. **(CREDIT CERTIFICATE SHOULD BE ISSUED BY BANK IN FY 2025-2 6).**

(d) Details of Income Tax Return filed by the firm during the past 3 years (i. e. 2023-24, 2024 -25 & 2025-26).

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

(f) Proof of financial turnover of minimum **50% of bid value** for the last three financial year s (i.e. 2023-24, 2024-25 & 2025-26) duly authenticated by a reputed Chartered Accountant.

(g) The firm should not have suffered any financial loss in the last three financial years (i.e . 2023-24, 2024-25 & 2025-26). This will be verified through audited balance sheet.

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

7. This Bid shall comply with the **'PUBLIC PROCUREMENT POLICY FOR, MICRO & SMALL ENTE RPRISES (MSEs), 2012'** issued by MSME.

8. **Technical Evaluation committee**. The bidder is required to upload all relevant certificates as prescribed in the products specification given in the bid documents.

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

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

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

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

(d) As per decision of the Arbitration Tribunal.

(e) Contract can be cancelled unilaterally by the buyer in case item is not received within th e contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

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

10. **Tolerance Clause**. To take care of any change in the requirement during the period star ting from issue of bid documents till award of the contract, Buyer reserves the right to 25% plus/minus incr ease or decrease the quantity of the required items up to that limit without any change in the terms & con ditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increase d or decreased by the Buyer within the tolerance limit.

11. **Inspection Authority.** Unit board of Offrs/ Composite delegated board on technical requir ements.

12. **Warranty Conditions.**

Warranty period.

(aa) On site warranty will be given for 5 years on all equipments/items after completi on of supply, installation and commissioning.

(i) No conditional warranty will be acceptable.

(iii) Replacement and repair will be undertaken for defective goods.

(ab) In case of any claim arising out of this warranty, the buyer shall promptly not ify the same in writing to the supplier.

(ac) The supplier along with its Indian Agent shall always accord most favored client s tatus to the TIA vis-à-vis its other Clients/TIAs of its equipment/machines/goods etc. and sh all always give the most competitive price for its machines/equipments supplied to the TIA /Consignee.

(b) **Assignment.** The Supplier shall not assign, either in whole or in part, it contract ual duties, responsibilities and obligations to perform the contract to any other individual or agency, except with the TIAs prior permission.

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

(a) The contractor shall be responsible for the safety of his/ her manpower, all the item du ring delivery period and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their bill or other dues payable to the contractors by the co mpany.

(b) The supplier warrants comprehensively that the item supplied under the contract is ne w, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the buyer in the contract. The supplier further warrants that the item supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied item under the conditions prevailing in India.

15. **Transportation**. Item in good condition will be delivered free at consignee premises at CASD Delhi Cantt-10.

16. **Bid Security (EMD)** Participating Bidder will be required to deposit bid security (EMD) a public sector bank or a private sector bank authorized to conduct government business (SBI, ICICI Bank Lt d, Axis Bank Ltd or HDFC Bank Ltd.) **which is equal to 3% of total bid value** through Cheque/Demand Draft (if applicable).

17. **Performance Guarantee.**

(a) **For Indigenous cases.** After award of contract, the bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Ban k Ltd.) for a sum equal **to 03% of the contract value within 07 days** of receipt of the confirme d order. If the PBG is not received within 07 days from the date of placement of Supply Order, the c

ontract can be cancelled unilaterally by the buyer. Performance Bank Guarantee should be valid upto 1 year beyond the date of warranty including. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). **In the event of failure/breach of contract PBG will be forfeited in order to compensate the loss to the buyer.**

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

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

19. **Force Majeure clause**.

(a) 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 item under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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

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

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

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such item to any person/ organization including the Buyer or any Department, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Dis

posals and the price payable under the contract for the item of such reduction of sale or offer of th e sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of item as original equipment at price lower than the prices charged for nor mal replacement.

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

22. **Scope Of work.** To suggest suitable quality norms to ensure uniform quality standard.

(a) A testing charge on each occasion shall be borne by supplier.

(b) The output, working of ibid items in case of failure need to be replaced by supplier and c ertified by the user unit at the time of hand over and during preventive maintenance also.

23. **Scope of Vendors.**

(a) Documents to be submitted, colored technical manuals scanned in original of the under mentioned items should be provided with the technical bid. Bidder should submit complete techni cal offer including Make, Model and specification in accordance with technical specifications with N on-Price BOM (Bill of Material) i.e for each component or equipment installed with said items.

(b) Installation/commission of the under mentioned items would be under the scope of the bi dders.

(c) Any work beyond the scope of buyer and necessary for successful installation, testing of

shall be deemed to have been included within the scope of vendor with no extra cost.

(d) Provision of warranty for 60 months will be kept in the tender.

24. **Risk & Expense clause**

(a) Should the item or any installment thereof not be delivered within the time or times spec ified in the contract documents, or if defective delivery is made in respect of the item or any install ment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, wit hout prejudice to the right to recover liquidated damages as a remedy for breach of contract, to de clare the contract as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, havi ng 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 item of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the item rem aining to be delivered there under.

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

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

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

26. **Essential Parameters for Eligibility Criteria**.

(a) The Firms registered with the Govt will be preferred to operate as Suppliers. (**Copies of relevant licenses/ registration with Govt. are to be attached).**

(b) **Past Performance Criteria.** Firm should be OEM Authorized and experience of having Minimum 3 projects in same type and same nature in any Central Govt or P SU. Firm needs to submit a letter of satisfaction from desired department/office. Looking into saf ety and quality of project no exemption will be given for past performance to any vendor. Since project includes storage of goods so safety is buyer's first priority.

(c) **OEM Turnover**. The minimum average annual financial turnover of the OEM should be at least 3 Cr.

(d) **Quality Check**. Quality of entire work, acceptance of material is subject to passing of the material by the BOO after due analysis. Final acceptance decision is purely on Buyer final decision.

(e) **Product Catalogue.** Bidder need to upload the product catalogu e with specification duly mentioned the Make & Model (if applicable).

(f) **OEM Authorization.** In case of traders Vendor should be OEM autho rized.

(g) **Manufacturing certificate.** Vendor have to upload year of manufacture r certificate.

(h) **Certificate.** Certificate of the manufacturer should submitted for this product which is part of Technical documents.

(j) **OEM Service Office.** OEM Should have a registered sales and service office in the Delhi NCR.

(k) **Pre Bid Meeting.** Pre Bid Meeting will be held on 13 Nov 2026 at 11:00 Hrs on site of the consignee location. Pre Bid Meeting is mandatory to attend for qualifying the tech parameter.

(l) **Cancellation of BID**. The buyer has rights to cancel the bid at any stage of the bid.

27. The bidder should be keep in mind the following before participation in this tender/bid.

(a) The item will be strictly as per specification upload in the bid docus.

(b) The product being offered should not be obsolete/under obsoleence.

(c) All items will be ISI/BIS/CE marked and make in India.

(d) All bidder to upload ATC certificate alongwith bid number on company letter head.

28. Tender that do not comply with the above conditions is bound to be rejected.

29. **General Terms and Definitions:**

(a) "BIDDER" (SELLER / SERVICE PROVIDER) shall mean any eligible legal entity (as given above) participating in procurement process with a BUYER.

(b) "ALLIED FIRM" ('affiliates' / 'affiliated firm', 'sister concern', 'associated firm', or 'rel ated party') of a bidder is a firm/concern that comes within the sphere of effective control/influenc e of the principal firm, wherein the Principal Firm –

(i) Being a proprietary firm, owns the Allied Firm;

(ii) Being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm;

(iii) Has common Management (say majority of director) with the Allied Firm;

(iv) It is partners or directors have a majority interest in the management of the Allied Firm;

(v) Has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;

(vi) Directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm;

(vii) Has the Allied Firm as its successor/ subsidiary or vice-versa;

(viii) Has common offices/ manufacturing facilities with the Allied Firm.

30. **Role, Responsibilities and Obligations of Buyer / Seller / Service Provider:**

(a) Re-seller should ensure that good(s) being offered / supplied have been manufactured by OEM at factories / manufacturing premises which are duly assessed by GeM during vendor assessment process. Further, OEMs are required to independently communicate details of factories / manufacturing premises which are assessed by GeM to reseller(s) for compliance of the above.

(b) Age Eligibility and Legal Capacity: The GeM portal is intended for access and use only by persons who have attained the age of eighteen (18) years and/or are competent to contract in accordance with the provisions of the Indian Contract Act, 1872 and other applicable laws in India. By accessing, registering on, or using the GeM portal, any person shall be deemed to represent and warrant that they satisfy the aforesaid requirements of age and legal capacity. Any access to or use of the portal by a person who is a minor or otherwise not competent to contract under the applicable laws, shall be deemed unauthorised and in violation of this GTC. GeM reserves the right to take appropriate administrative or legal action, including suspension or deactivation of account / access.

31. **Enabling provisions of Rule 149 of General Financial Rules – 2025**

(a) E-Bidding and Reverse Auction (RA) on GeM :-

(i) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The offer submitted under:

(aa) **E-Bidding** – shall remain valid for 15 days (or as stipulated by the Buyer in bid document) from the Bid Opening Date (till 24.00 Hrs IST).

(ab) Bid to RA – shall remain valid for 30 days from RA initiation date (till 24.00 Hrs IST).

32. Use of Aadhaar Number in GeM: Aadhaar authentication on the Government eMarketplace (GeM) is undertaken solely for the limited purpose of establishing the identity of a user at the time of registration, in accordance with the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the rules and regulations framed thereunder. In furtherance of data minimization principles, GeM does not receive or store the Aadhaar number. Users are facilitated to authenticate themselves using a Virtual Aadhaar ID, pursuant to which only such demographic information as is expressly permitted under law; namely first name, last name, date of birth and registered mobile number is received. The mobile number so obtained is used exclusively for enabling secure user authentication and transaction validation, including the generation of one-time passwords (OTPs), to ensure integrity, auditability, and non-repudiation of electronic records and artefacts generated on the GeM platform. In compliance with the extant legal framework, GeM has provisioned an alternative identity verification mechanism, including PAN-based verification, particularly for Sellers.

33. One Bid per Bidder: A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC/ATC conditions). In relation to the above, bid(s) by 'affiliates/affiliated firm', 'sister concern', 'associated firm' or 'related party' of a bidder, as defined under clause 2(h), will be deemed to have submitted multiple bids in a particular bid.

34. Grievances Redressal Mechanism related to Bid Process:

(a) To be Redressed by the Buyer:

(i) Only Bidder / Prospective Bidder who is directly affected may submit a representation in the event of any grievance arising in relation to a bid floated through the GeM portal, as detailed below:

(ii) A Bidder / Prospective Bidder who has participated in the concerned bidding process, i.e. prequalification, bidder registration or bidding, as the case may be. The said Bidder / Prospective Bidder should be registered against Product / Service Category mentioned in the bid.

(iii) In case the pre-qualification bid has been evaluated before the bidding of Technical / financial bids, an application for review in relation to the technical / financial bid may be filed only by a Bidder / Prospective Bidder who has qualified in the pre-qualification bid.

(iv) In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

(v) The following decisions of the procuring entity shall not be subject to review:

(aa) Determination of the need for procurement.

(ab) Selection of the mode of procurement or tendering system.

(b) Choice of selection procedure.

(c) Complaints against specifications, except under the premise that those are vague or too specific to limit competition.

(d) Provisions limiting the participation of bidders in the procurement process in terms of government policies.

(e) Provisions which provide preference to specific categories of bidders in terms of policies of the Government.

(f) Issues related to ambiguity in contract terms shall not be taken up after financial opening of the bid.

(g) Any Bidder / Prospective Bidder that claims to have suffered or is likely to suffer loss or injury as a result of a decision / action / omission of the Buyer, may make an application to the **Independent External Monitor (IEM)** challenging the decision of the Buyer / Designated Authority, mentioning the grounds and the relevant clauses of the bid along with GeM Seller ID and its Entity Name.

Note: GeM will not directly address bid-related grievances and responsibility of addressing the same lies with the Buyer except in case of clause A or clause B mentioned below.

35. To be redressed by GeM:

(a) Only a directly affected Bidder / Prospective Bidder can represent (as detailed under clause A above).

(b) Only complaints related to violations mentioned in the Disclaimer being published with the bidding document shall be raised before finalization of technical evaluation of the bid.

(c) The Bidder should have raised the complaint with the Buyer / Designated Authority prior to the bid opening date; and No satisfactory response has been received from the Buyer organization.

(d) Complainant/Bidder shall provide their GeM Seller ID and Entity Name along with the complaint.

36. Make in India related Complaints:- The complaints related to local content declarations made by the Sellers/Bidders as per the Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time) pertaining to GeM marketplace catalogues shall be dealt as per Standard Operating Procedure for Receipt, Processing and Disposal of Complaints relating to Local Content Declarations on the Government e-Marketplace (GeM) (as amended from time to time).

Note: Any Make in India - local content related complaints pertaining to the Bid / RA, or any other procurement related transaction on GeM shall be raised exclusively with the Department for Promotion of Industry and Internal Trade (DPIIT) as per para 9(c) of DPIIT Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19th July, 2024.

37. Certificate from the bidder: - The bidders to render a certificate as part of Technical Evaluation that “During the warranty period (5 Years), if any manufacturing defect in the Shutter Gate occurs, it wi

ll be either repaired or replaced as per buyers satisfaction. This Certificate to be furnished on firms letterh ead duly round stamped and signatures of authorised official.

FORMAT FOR BANK CERTIFICATE OF CREDIT WORTHINESS

Bank Name

Address

TO WHOMSOEVER IT MAY CONCERN

_

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

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

Seal of Bank

Date _____ (Sig of bank Manager w ith stamp)

FORMAT FOR BID SECURITY DECLARATION CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

1. It is certify that M/s (Vendor's Name)_____, (Address)_____ _____,is a registered firm with (Name of organization under Ministry/ Departments)_____ ____. As per Rule170(iii) of GFR 2017, this bid security declaration certificate is issued in place of Earne st Money Deposit (EMD).

2. I/We, M/s. hereby declare that I/ We are seeking exemption from EMD and I/ We are liable to b e blacklisted if I/ We withdraw or modify our bids during the period of bid validity or if I/We are awarded the contract and I/ We fail to sign the contract or to submit a performance security before the deadline

defined in the request for bid document, I/We will be suspended for the period of time specified in the r equest for bid document from being eligible to submit bids for contracts with the entity that invited in t he bids.

Regards, Thanking You,

(M/s _____
___firm's Name) D
esignation

Date_____
_____

.

10. **Warranty**

    Warranty period of the supplied products shall be as given in specifications 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.

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---