

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-06-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	85 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	12
Item Category/मद केटेगरी	Supply of complete structural stores for 03 x FRP Hut , Supply of complete construction material for 03 x FRP Hut , Supply of complete accessories and tools for 03 x FRP Hut , Supply of complete structural stores for 01 x Toilet Block FRP , Supply of complete construction material for 01 x Toilet Block FRP , Supply of complete accessories and tools for 01 x Toilet Block FRP
BOQ Title/बीओक्यू शीर्षक	Supply of complete structural stores for 03 x FRP Hut
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	32 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Supply of complete structural stores for 03 x FRP Hut
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	77800

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

OFFICER COMMANDING 438 (I) FD COY
119 I INF BDE GP, Department of Military Affairs, Indian Army, Ministry of Defence
(Vivek Pathak)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts 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.
5. 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.
6. 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.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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 / Public Listed Company. 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.

10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Supply Of Complete Structural Stores For 03 X FRP Hut

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	3	90

Supply Of Complete Construction Material For 03 X FRP Hut

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	3	90

Supply Of Complete Accessories And Tools For 03 X FRP Hut

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	3	90

Supply Of Complete Structural Stores For 01 X Toilet Block FRP

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	1	90

Supply Of Complete Construction Material For 01 X Toilet Block FRP

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	1	90

Supply Of Complete Accessories And Tools For 01 X Toilet Block FRP

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Pithoragarh	1	90

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

1. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. 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.

4. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

5. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

6. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. 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

8. **Generic**

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

1. I M/s.

NAME OF THE FIRM

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.

9. **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 by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

13. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized

Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

14. **Inspection**

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

15. **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.

16. **Certificates**

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

17. **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.

18. **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.

19. **Warranty**

Warranty period of the supplied products shall be 1 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**

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.

21. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

5

samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure

supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

22. Forms of EMD and PBG

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

OFFICER COMMANDING, 438 (I) FD COY
payable at
PITHORAGARH

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.

23. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

24. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

OFFICER COMMANDING, 438 (I) FD COY
payable at
PITHORAGARH

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

25. 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

OFFICER COMMANDING, 438 (I) FD COY
payable at
PITHORAGARH

. 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.

26. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

OFFICER COMMANDING, 438 (I) FD COY
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of

contract.

27. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

28. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **Submission of Documents.** The following documents are required to be submitted online on GeM Portal prior to bid submission closing date. The documents are to be submitted only Online on GeM Portal and No Physical documents are required to be submitted. The Technical Bids shall not be accepted if any documents are not submitted prior to bid opening.

(a) **Documents requested in ATC.**

(i) **Experience Criteria.** Experience of having successfully executing similar type of works during last 3 years ending last date of month previous to the one in which applications are invited to any central/state government organisation/PSU/Public Listed Company.

(ii) **Past Performance.** The Bidder should have executed either One similar type of work for min 80% of the bid quantity in at least one of the last three Financial Years before the bid opening date to any central/state government organisation/PSU/Public Listed Company. Copies of relevant contracts (providing supply of cumulative order quantity in any one Financial Year to be submitted along with bid in support of quantity supplied in the relevant FY). Documents proof to be furnished.

(iii) Bidder Turnover Criteria. Turnover of the bidder should be 30% of the project value and OEM turnover should be 80% of the project value.

(b) **Document requested in additional documents 1.**

(i) OEM authorization Certificate for FRP to be supplied for construction along with its manufacturer test report from manufacturer and independent test certificates from any govt/NABL approved Lab.

(ii) OEM annual Turnover certificate for 80% of the project value.

(c) **Document requested in additional documents 2**

(i) Non-disclosure of classified documents certificate.

(ii) Original Copy of EMD (Earnest Money Deposit) or exemption proof / if exempted for (NSIC Registration Certificate, MSME Cert in similar products).

(iii) Bid Conditions Acceptance Certificate.

(iv) PAN No, CST/ VAT/ TIN/ GST registration.

(d) **Document requested in additional documents 3.**

(i) Copy of Crossed blank cheque

(ii) Annual Turnover certificate for last 3 yrs duly signed by CA.

(iii) Make in India Cert as per format attached.

(iv) Bidder should submit scanned copy of Bank Solvency cert worth 10% more than the bid value.

(v) Documents requested in Compliance of BOQ specification and supporting documents. Scanned Copy of

Technical Specification documents duly signed by firm.

(e) **Documents requested in additional documents 4**

(i) OEM Authorisation. Re seller should obtain authorisation from authorised OEM validated for respective makes. It is further informed that verification/ authorization copies to be attached from respective OEM should not be more than 30 days old. This office will be validating the same during the technical evaluation from the respective makes or OEM through official e-mail. Bidders are requested to facilitate this office to obtain the same during the technical evaluations.

(ii) All Bidder to **Submit the drawings of FRP Hut & FRP TB during Technical evaluation** which should be incorporating all the panels size required for construction. **All the panels Size should be Designed so as to enable manual transportation of panels** to locations where only foot track is available. **Non submission of Drawings during technical evaluation will lead to Disqualification.**

2. **Opening of the Bids.** The online bids shall be opened by Board of Officers and technical evaluation shall be carried out by the Board of officers. Clarifications / Shortfall of documents shall only be asked for documents which existed before the date of submission of the bid.

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

4. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

(a) The manufacturer shall be responsible for the safe delivery and packing of the stores at the consignees end and transit damage if any shall be promptly attended by him.

(b) All stores are required to be delivered at **FOR Gunji or within 30km radius approximate 110 KM ahead of Dharchula at Site earmarked by OC, 438 (I) Fd Coy.** The area of delivery is generally in High Altitude Area.

5. **EMD Exemption.** EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporation (NSIC), DGQA for the same item/range of products, goods or services for which the tenders have been issued. Firms registered with Units/Establishments of Army, Air force, Navy or DRDO Labs which do not qualify to be part of Central Purchase Organizations will not be exempted from EMD. Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD). It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose. No entrepreneur or memorandum of application form is acceptable. The exemption and relaxation in EMD is subject to the validity of certificate on the date of opening of tender. The bidder is required to attach the copy of valid proof for exemption of EMD with their technical offer. The EMD will be forfeited if the bidder withdraws, or amends impairs or derogates from the tender in any respect within the validity period of their tender.

6. **Terms of Delivery.** Loading, transportation and unloading the stores at the before said store yards should be arranged by the supplier and the rates to be quoted shall include the cost of same. The responsibility of unloading of stores at before said FOR will be entirely of the supplier. This unit does not accept any responsibility or any liability for the stores lost or damaged in transit/ unloading. The stores will be accepted only as a complete entity in composite loads and not in parts/components. The stores pertaining to a particular Job will be delivered by the Vendor within stipulated time frame. Receipt of stores will only be given after delivery of complete stores. In the event of failure to supply on any account, the accepting officer shall have the right to cancel the supply order. Supply shall be deemed complete when store delivery is physically completed and duly received by consignee at the specific location. The delivery of stores will be made as per delivery schedule given in supply order. The buyer reserves the right for receipt of stores in a phased manner, as per progress of work/ ground and weather conditions. Rates should be strictly as per demand/ specifications. Rate offered for other make/ specification shall not be entertained. No price increase will be admissible on change of Govt Policy/ Ordinance or what so ever reasons. Any observations/ objections/ clarifications should be communicated within time period of the quotation or it will be assumed that there are no objections/observations. Should there be any dispute hereafter, the decision of Officer Commanding, 438 (Independent) Field Company will be final and binding.

7. **Payment Instruction.**

(a) Payment shall be made as per yardsticks which will be approved by the buyer. Detailed Yardstick

will be prepared and the submitted by the contractor for the final approval by OC 438 (I) FD COY and the payment will be made as per the yardstick approved by OC 438 (I) FD COY.

(b) The payment shall be admissible only after the physical receipt of stores at delivery location and checking by formation ordered board of officers. The board of officers will check the following:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in contract and the invoices.

(ii) Complete quality and functional checking of stores.

(c) Payment will be released as per the RARs submitted by the contractor based on the yardstick approved. The contractor shall submit all the PV's, Test Certificate with the RARs.

(d) Payment will be made by the consignee through crossed cheque of SBI Pithoragarh. Authorized representative of the firm can collect cheque by submitting necessary authority letter. In case of any dispute concerning the supply and payment, the decision of the Officer Commanding, 438 (Independent) Field Company will be considered to be final and binding. Payment will be made after verification and approval of the concerned authority on completion of job. Bills in triplicate, original copy duly stamped and pre-receipted, will be submitted to the consignee for audit verification and payment.

8. **Purchase Voucher and Test Certificate.** The supplier shall submit original purchase documents of stores to be incorporated in the work. The manufacture certificates pertaining to structural steel & cement shall be produced to this office before the claim for payment of the same. The supplier shall submit original purchase voucher for the total quantity of cement supplied under each consignment to be incorporated in the work.

9. **Professional Experience.** Experience of having successfully executing similar type of works during last 3 years ending last date of month previous to the one in which applications are invited to any central/state government organisation/PSU/Public Listed Company.

10. **Instructions and Conditions.** The Supplier shall take all steps necessary to ensure that all person employed on this work by him/ her have noted that the Indian Official Secret Act 1923 (IX of 1928) applies to them and shall continue to be applied after the execution of the works under the supply.

11. **Penalty Clause.** In case the vendor fails to complete the supply within the stipulated time, penalty for delay @ 1% the value of the supply order will be charged for any delay per week or part thereof subject to max 10% of the total amount of the supply order.

12. **Litigation/ Arbitration.** The timely supply of stores as per the supply order by the vendor is of paramount importance for operational reasons. Hence no time extension on any kind shall be granted under any circumstances except Force Majeure circumstances and the supply order shall be cancelled after the due date in case of non-supply. No litigation or arbitration under any circumstances at any stage shall be applicable. Vendors not willing for this pre-condition are advised not to participate in the tendering process.

13. **GST, Excise and Sales Tax.** Firm will ensure that all taxes including excise, GST, sales and any other taxes as applicable are paid. This department has no responsibility for any dispute on this account. No additional liability will be accepted on these accounts. In case of steel parts or any other manufactured items, supplier should produce the proof of delivery by the original manufacturer of the items incorporated in the final product at the time of delivery. The goods used should be of ISI mark and specification with test certificate of manufacturer. The bills will be produced for purchase of steel, aluminium, plywood, ceramic, plumbing items etc. Any item/ part may be sent to the original manufacturer or a test laboratory for the confirmation of genuineness of product and in case not found genuine, the faulty items will be made good by the supplier. The quotation is being issued with no financial commitment and the buyer reserves the right to change, vary any part thereof at any stage. Buyer also reserves the right to withdraw the quotations should it become necessary at any stage. The quotation is thus not binding for procurement.

14. **Specification.** The seller guarantees to meet the specifications of the supply order and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer as per modifications/ requirements recommended. All technical literature and drawing shall be amended as per the modifications by the seller before supply to the buyer. The seller in consultation with the buyer may carry out technical up gradation in the design drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/ alterations will be provided to the buyer free of cost within

15 (fifteen) days of affecting such up gradation.

15. Final Inspection by Formation Board of Officer.

(a) The parties agree that the Store Acceptance Board of delivered goods shall be conducted on receipt of stores at delivery location by the User Formation Board of Officers (BOO).

(b) BOO will check following:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the supply order and the invoices

(ii) Complete quality and functional checking of all the stores given in the supply order.

(c) In addition, the seller agrees that during erection of shelter as per the design and drawings approved by OC, 438 (I) Fd Coy minor addition/alteration is acceptable for improvement of shelter if suggested by formation board of officers, senior officers on site. Seller shall incorporate these changes without any representation and additional cost. The decision of OC, 438 (I) Fd Coy shall be final and binding.

(d) The formation board of officers/OC, 438 (I) Fd Coy/any authorised rep is authorised to visit the fabrication site to carry out quality check and surprise check at any time during the period of supply order and the seller is bound to give clarifications to any query raised.

16. Force Majeure.

(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 goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances such as Flood, Fire, Earth Quake 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.

(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 to 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 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 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 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.

17. Risk and Cost.

(a) 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 as a remedy for breach of Contract, to declare the Contract as cancelled either wholly or to the extent of such default.

(b) 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 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, 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:-

(i) Such default.

(ii) In the event of the Contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacture, 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 20% of the value of the Contract.

18. **Repeat Supply Order.** Accepting officer reserves the right to place repeat supply order within 06 months from the date of successful completion of original supply order up to 50 % quantity of items under the original supply order with the same rates, terms and conditions.

19. **Sample Approval.** Contractor will submit the sample of material/items incorporated in the work for approval of OC, 438 (I) Fd Coy.

20. **Warranty.** Warranty of all **FRP Hut & FRP Toilet Block** to be provided for 01 year by contractor. OEM certificate of Warranty as provided by the OEM to be provided.

21. **After Award of Contract.** Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit detailed design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modification as communicated by Buyer. If there is delay for buyer side in approval of drawings- the delivery period shall be refixed without LD for the period of delay in approval of Drawings.

22. **Tolerance Limit:** Accepting officer reserves the right to increase or decrease 50% quantity of the required stores up to that limit without any change in terms and conditions and the rates quote by the vendor to take care of any change in the requirement during the period starting from issue of quotation till placement of supply order. While placing the supply order, the quantity ordered has been increased or decreased by the accepting officer within this tolerance limit.

23. **Documents.** The following documents shall be prepared and submitted by the supplier during the delivery of the stores, failing which the buyer has the rights to reject the stores:-

- (a) Ink signed copy of Invoice.
- (b) Guarantee/ Warranty certificates.
- (c) Original Purchase vouchers.
- (d) Manufacturer test certificates of vitrified and ceramic tiles.
- (e) Test Certificates.
- (f) Copy of Performance Bank Guaranty.
- (g) Prescribed pre-stamped bills in triplicate.
- (h) Sales tax exemption certificate or alternatively an endorsement conforming relaxation at prevalent rates of Central / State excise tax, where applicable.
- (i) Any legal issues arising while supplying of stores in terms of taxes/ Government disputes/ clearances / source of stores etc, will be resolved by the vendor himself at his own cost and arrangements. At the same time, delivery schedule shall be adhered to irrespective of any legal issue and no delay shall be acceptable in this regard.

24. **Quality Control.**

- (a) Buyer shall have right to carryout checking and testing of stores supplied by the supplier and cost of such testing procedure, if any, will be borne by the supplier.
- (b) The supplier will be responsible for quality of items used in fabrication as given in technical specifications and sample of the materials will be produced as and when asked for sample approval.

29. Buyer Added Bid Specific ATC

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

30. Turnover

Bidder Turn Over Criteria: 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 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.

31. 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.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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./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।

---Thank You/धन्यवाद---