

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2024 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-06-2024 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	88
Item Category/मद केटगरी	Hiring of specialized vehicles 3 X 20 Ton Track Excavator per day for a period of 42 working days from the commencement of the contract , Minimum digging distance 15 mtr for each vehicle 20 ton excavator , Minimum depth 10 mtr for each vehicle 1 ton excavator , Hiring of specialized vehicles 09 X Tipper per day for a period of 42 working days from the commencement of the contract , Hiring of specialized vehicles 01 X Road Roller per day for a period of 42 working days from the commencement of the contract
BOQ Title/बीओक्यू शीर्षक	BOQ BID
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	18 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 and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,C BoQ specification and supporting document *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Hiring of specialized vehicles 3 X 20 Ton Track Excavator day for a period of 42 working days from the commencement of contract
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	Group wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
Hiring of 3 X 20 Ton Excavator EMD Amount/ईएमडी राशि (In INR)	37658
Hiring of 09 X Tipper 09 Ton EMD Amount/ईएमडी राशि (In INR)	43425
Hiring of 01 X Road Roller EMD Amount/ईएमडी राशि (In INR)	42000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

Beneficiary/लभार्थी :

EPO

Indian Army, Department of Military Affairs, Indian Army, Ministry of Defence
(Bhuwan Chandra Joshi)**Splitting/विभाजन**

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MIIPurchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSEPurchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Aud Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover c relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less th the average turnover in respect of the completed financial years after the date of constitution shall be taken into acc criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or th reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / St Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document be opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quanti of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this c

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as c procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/No by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local sup in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from regarding the percentage of the local content and the details of locations at which the local value addition is made a bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declar percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preferenc 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 Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and sr 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 M Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micr Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to ava preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders at the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder m Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with t 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+ 1 Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advisec No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent applica Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for

Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own a reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order of one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bids, the category related to primary product having highest bid value should meet this criterion.

7. 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 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

Evaluation Method (Group Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Consignee/Reporting Officer	Consignee Address
Hiring of 3 X 20 Ton Excavator	Hiring Of Specialized Vehicles 3 X 20 Ton Track Excavator For 8 Hrs Per Day For A Period Of 42 Working Days From The Commencement Of The Contract	Bhuwan Chandra Joshi	202 ENGINE REGIMENT APO 14500
	Minimum Digging Distance 15 Mtr For Each Vehicles For 3 X 20 Ton Excavator	Bhuwan Chandra Joshi	202 ENGINE REGIMENT APO 14500
	Minimum Depth 10 Mtr For Each Vehicles For 3x 20 Ton Excavator	Bhuwan Chandra Joshi	202 ENGINE REGIMENT APO 14500
Hiring of 09 X Tipper 09 Ton	Hiring Of Specialized Vehicles 09 X Tipper 09 Ton For 8 Hrs Per Day For A Period Of 42 Working Days From The Commencement Of The Contract	Bhuwan Chandra Joshi	202 ENGINE REGIMENT APO 14500
Hiring of 01 X Road Roller	Hiring Of Specialized Vehicles 01 X Road Roller For 8 Hrs Per Day For A Period Of 42 Working Days From The Commencement Of The Contract	Bhuwan Chandra Joshi	202 ENGINE REGIMENT APO 14500

Hiring Of Specialized Vehicles 3 X 20 Ton Track Excavator For 8 Hrs Per Day For A Period Working Days From The Commencement Of The Contract

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)
(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
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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/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	*****	*****Gurdaspur	3	42

Minimum Digging Distance 15 Mtr For Each Vehicles For 3 X 20 Ton Excavator

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)
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/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	*****	*****Gurdaspur	45	42

Minimum Depth 10 Mtr For Each Vehicles For 3x 20 Ton Excavator

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)
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 Day
1	*****	*****Gurdaspur	30	42

Hiring Of Specialized Vehicles 09 X Tipper 09 Ton For 8 Hrs Per Day For A Period Of 42 W From The Commencement Of The Contract

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp 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 Day
1	*****	*****Gurdaspur	9	42

Hiring Of Specialized Vehicles 01 X Road Roller For 8 Hrs Per Day For A Period Of 42 Wor
From The Commencement Of The Contract

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp
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/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	*****	*****Gurdaspur	1	42

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

REQUEST FOR PROPOSAL
INVITATION OF BIDS FOR HIRING OF SPECIALIZED VEHICLES (03 X 20 TON TRACK EXCAVATOR, 0
9 TON) AND 01 X ROAD ROLLER) FOR 8 HRS PER DAY FOR A PERIOD OF 42 WORKING DAYS FROM
CEMENT OF THE CONTRACT

PART I : GENERAL INFORMATION

- 1.** Online Bids are invited by 202 Engineer Regiment for and on behalf of the President of India for hiring of specialized vehicles 03 x 20 ton excavator, 09 x Tipper (09 Ton) and 01 x Road Roller for 8 hrs iod of 42 working days from the commencement of the contract for the FY 2024-25 at Sarthikalan a he AOR of HQ 29 Infantry Division.
- 2.** The address and contact numbers for seeking clarifications regarding this RFP are given below:-
- (a)** Bids/queries to be addressed to - CO, 202 Engineer Regiment
- (b)** Postal address for sending requisite documents - 202 Engineer Regiment,

- (c) Name/designation of the contact personnel - Commanding Officer
(d) Telephone numbers of the contact personnel
(i) Primary Contact No : 7619435253
(e) E-mail id of contact personnel - epo202engrs@gmail.com

3. **Placement of order.** The purchase order will be placed on successful conclusion of negotiations with the selected bidder.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or withdraw the RFP or Supply Order before delivery at any stage. Buyer also reserves the right to withdraw the RFP or Supply Order before delivery if it becomes necessary at any stage.
5. FOR for delivery of items will be as under:-

Ser No	Nomenclature	Qty	Freight of Receipt
(a)	Hiring of specialized vehicles (03 x 20 Ton Track Excavator) for 8 hrs per day for a period of 42 working days from the commencement of the contract Minimum digging distance 15 mtr for each vehicle for 3 x 20 ton excavator = 45 mtr Minimum depth 10 mtr for each vehicle for 3x 20 ton excavator= 30 mtr	03	General Area Sarthikalan General Area Londi, General Area Manhari and General Area Chandwar
(b)	Hiring of specialized vehicles (09 x Tipper (09 Ton) for 8 hrs per day for a period of 42 days working days from the commencement of the contract	09	General Area Sarthikalan General Area Londi, General Area Manhari and General Area Chandwar
(c)	Hiring of specialized vehicles (01 x Road Roller) for 8 hrs per day for a period of 42 days working days from the commencement of the contract	01	General Area Sarthikalan General Area Londi, General Area Manhari and General Area Chandwar

PART -II

TECHNICAL SPECIFICATION

Appendix

Ser No	Brief Description	A/L
(a)	Hiring of specialized vehicles (03 x 20 Ton Track Excavator for 8 hrs per day for a period of 42 working days from the commencement of the contract Minimum digging distance 15 mtr for each vehicle for 3 x 20 ton excavator = 45 mtr Minimum depth 10 mtr for each vehicle for 3x 20 ton excavator= 30 mtr	No.

(b)	Hiring of specialized vehicles 09 x Tippers (09 Ton) for 8 hrs per day for a period of 42 working days from the commencement of the contract	No
(c)	Hiring of specialized vehicles 01 x Road Roller for 8 hrs per day for a period of 42 working days from the commencement of the contract	No

PART III

ESSENTIAL DETAILS OF ITEMS/ STORES/ SERVICE REQUIRED

6. Tenderers shall furnish list of authorized service centers (For Commercially off the shelf items) through with complete address phone number, fax & email etc.

7. **Cover-I.** Cover-I will contain the **Technical Bids** comprising of following documents.

Details of documents are as below:-

Ser No	Categories	Remark
(a)	Bank Solvency Certificate	
(b)	Cancelled Cheque	
(c)	ECS Mandate Form	
(d)	EMD in favour of CO 202 Engineer Regiment / Valid MSME Certificate	
(e)	PAN, GST/ Registration Nos	
(f)	Bidder Turnover Certificate (CA Approved)	
(g)	Past Performance Certificate	Appendix
(h)	Confidentially Certificate	Appendix
(j)	Fall Clause Acceptance Certificate as mentioned in RFP	Appendix
(k)	Solvency Certificate	Appendix
(l)	Past Performance similar work	

8. The bid shall have the following PQC criteria based on CVC guidelines:-

(a) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

9. **Modification and Withdrawal of Bids.** The bidder may modify or withdraw his bid after submission

e written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission. Withdrawal notice may be sent by fax but it should be followed by ink signed confirmation copy to be sent by post. Confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be withdrawn after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission and the expiration of the period of bid validity specified. Withdrawal of a bid during the period will result in Bidder's forfeiture of the bid. **Once Supply Order placed on L1 and the firm does not accept the Supply Order, will result in the firm for a period of six months.**

10. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) 2 % of tender value of their bids. The EMD will be submitted in the form of an Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee of the public sector banks or a private sector bank authorized to conduct government business as per Form D. **EMD to remain valid for a period of 45 days beyond the final bid validity period.** EMD of the unsuccessful bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, to the bidder of Performance Security from them as called for in the tender. The EMD will be forfeited if the bidder withdraws or derogates from the tender in any respect within the validity period of the tender. **EMD to be submitted to the Officer Commanding, 202 Engineer Regiment, PIN -914202, c/o 56 APO payable at Bungal, Jammu & Kashmir.**

11. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price by the quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price accordingly.

12. Bidders are required to mention the rate with GST and without GST separately. If the rate quoted is same in both columns, the bidder will be rejected.

13. The bidder should quote specific make, model and other relevant details of the items for which rates are given. In the absence of specifications, the bidder should quote the rate of whether specifications are mentioned with the make/ model or not. **In the absence of above information may be rejected by the quotation opening board. The bidder will quote lump sum amount for supply and construct structural items including all accessories & item rates for electrical, sanitary, labor & materials as per technical specifications. The details are attached as per BOQ in bid document & quoted online by bidders in BOQ Excel Sheet only.**

14. **Confidentiality.** The Vendor will ensure confidentiality of the project and will not disclose any information in writing or tacit, gained by them or their representative or agents, while interacting with the Officers of 202 Engineer Regiment. The authorized representative of the Vendor will sign the '**Certificate of Confidentiality**' given at **Appendix 'A'** and affix any Seal duly affixed.

18. The rates quoted will remain valid for six months from the date of acceptance of Supply Order by the Buyer. If the bidder opts for the option clause.

PART IV - STANDARD CONDITIONS

19. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India.

20. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of issue or when some other effective date is mutually agreed to and specifically indicated/ provided in the contract of Store supplies and construction activities shall commence from the effective date of the contract.

21. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be subject to discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to its performance, which cannot be settled amicably, may be resolved through arbitration at High Court, Jammu. The clause of arbitration is as per forms DPM – 7, DPM – 8 and DPM-9.

22. **Non-disclosure of Contract documents.** Except with the written consent of the Seller/ Buyer, neither party shall disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

23. **Delivery Schedule.** Stores will be delivered as per GeM instruction of placing of supply order at local area. **Part-II of this RFP.** Please note that Contract can be cancelled unilaterally by the Buyer in case items are not delivered within the contracted delivery period. Extension of contracted delivery period will be the sole discretion of the Buyer with or without applicability of LD clause. Date of supply will be strictly followed. Commanding Officer, 202 Engineer Regiment reserves the right not to accept supplies after the stipulated delivery period and cancel the supply order. No extension will be granted to the firm in the deadlines to supply the stores. If any delay is expected in delivery of stores, the seller must inform the unit at least 10 days in advance. Accepting Officer i.e. CO, 202 Engineer Regiment will be sole authority in granting any request for extension of deadlines to supply stores. The seller will organize & arrange for unloading of stores at site either by manual or mechanical effort.

24. Bidder should quote specific make model and other relevant details of the items for which rates are quoted. The bidder will be required to state whether specifications are mentioned with the make/ model or not in the absence of above information a quotation will be rejected by the quotation opening board.

25. **Specifications.** The seller guarantees to meet the specifications of the Supply Order. The Seller, in consultation with the Buyer, may carry out technical up gradation in the design, drawings and specifications due to changing procedures, indigenization or obsolescence. This will however, not in any way adversely affect the end use of the equipment.

26. Commanding Officer, 202 Engineer Regiment will be the Accepting Officer for the tender. In case of any force majeure, the request for extension in supply period will be made minimum two weeks before the due date. It will be purely the discretion of Commanding Officer, 202 Engineer Regiment in granting the extension.

27. In case of failure of supply of items by due date, the Commanding Officer reserves the right to cancel the tender.

28. **Performance Bank Guarantee.** Performance Security deposit payable to the Purchaser is furnished in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank to conduct government business, in the prescribed format within 30 Days from the date of contract. At present, ICICI Bank Ltd. And HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. Performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to fulfill his obligations as per the contract. Performance security is payable by the supplier at the rate of 10% of the contract value. The PBG should remain valid for a period of fourteen months after the date of completion of contractual obligations. The PBG is returned to the supplier on successful completion of all his obligations under the contract. In case of delay in completion of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in Form D-1. The Purchasing officer to ensure the PBG deposited by the vendor is as per the latest Government Guidelines on the subject.

29. **Forfeiture of Performance Bank Guarantee (PBG)/ Earnest Money (EM).** The PBG/ EM will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity of the quotation/Supply Order.

30. **Risk & Expense Clause.** Should the stores or any installment thereof not be delivered within the time specified in the Supply Order or if defective delivery is made in respect of the stores or any installment thereof, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled to the extent of such default.

31. **Standard Conditions of Quotation.** The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Bid. The Bidder shall be deemed to have accepted the Standard Conditions of the Request for Proposal as concluded with the successful Bidder (i.e Seller in the Contract) as selected by the Buyer. Failure to do so may result in the rejection of the Bid submitted by the Bidder.

32. **Liquidated damages (LD).** If the Supplier fails to complete the work within stipulated timeframe or repudiates the contract before expiry of such period, the CFA, without prejudice to any other remedy for breach of contract, may recover from the contractor a sum equivalent to the liquidated damages of the purchase price of any stores which the contractor has failed to deliver within the period agreed for delivery in the contract. **Week or part thereof** during which the delivery of such stores any be in arrears, where delivery thereof is accepted by the aforesaid period. **The total damages shall not exceed value of 10% of undelivered goods.** The amount of the aforesaid period. This payment will be made through demand draft or MRO/e-MRO in Northern Command Jammu.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 90 days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than 90 days provided the force majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in connection with the contract and paid any commission to such individual/company etc.
- (e) If the Supplier, in the judgement of the Buyer, has engaged in corrupt or fraudulent practices in connection with the contract.
- (f) As per decision of the Arbitration Tribunal.
- (g) The seller fails to give the quality work during execution and following instruction given by the Buyer.

34. **Payment Terms.** The payment will be made as per the following terms, on production of the requisites:-

(a) Part payment will be paid to the vendor in two installments.

(b) Bills will be subject to audit by associated finance.

(c) Firms will not be issued form 'D'.

(d) "PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT) OR T.E. PLEASE ENSURE BANK ACCOUNTS IN AUTHORISED BANK TO AVOID ANY INCONVENIENCE".

(f) **Deduction of GST.** GST will be paid by the successful vendor at the end as per Govt of India.

35. **Documents.** The following documents shall be prepared and submitted by the supplier to the paying with the bill of making payment :-

(a) Ink signed copy of invoice.

(b) Guarantee/Warranty certificate (if applicable).

(c) Purchase Voucher of all items/ raw material purchased.

(d) Test Certificate (if applicable).

(e) Copy of Performance Bank Guarantee.

(f) Prescribed pre-stamped bills in triplicate.

(g) Docus as mentioned at Para 46 of this RFP/ Supply Orders of last three years.

(h) **Turnover Certificate.** Minimum 80% average annual turnover of the contract value in the past three years.

(j) **Solvency Certificate.** The bidder has to produce solvency certificate along with the solvency amount has to be more than the contract value. In case of solvency certificate for any particular unit for a job, additional solvency from the bank will be required from the vendor for bidding for any other job. A certificate to this effect as given in Appx 'C' will be required.

36. Bidder's offer is liable to be rejected if he fails to upload any of the certificate as asked by the buyer.

Appendix 'A'

(Refer RFP Para 7 (I) of Part-II)

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CONFIDENTIALITY CERTIFICATE

(TO BE SUBMITTED WITH TECHNICAL BID)

It is certified that the Company or any representative of the Company or Agents authorized by the Company shall not disclose any information gained by them or their representatives or Agents, while interacting with the persons **near Regiment, C/o 56 APO** or any other office of the **Headquarters 9 Corps, c/o 56 APO** or any documents received by them, or any study carried out by them, directly or indirectly to any person or Company or Institution or Press. Any violation therein may be considered as a violation of India Act 1923.

Appendix 'B'

(Refer RFP Para 7 (n) of Part-II)

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FALL CLAUSE ACCEPTANCE CERTIFICATE

(TO BE SUBMITTED WITH TECHNICAL BID)

We certify that there has been no reduction in sale price of the stores of description identical to the stores of the Indian Army/ Government under the contract herein and such stores have not been offered/ sold by me/ us/ my/ organization including the purchaser or any department of Central Government as the case may be up to the date of completion of supplies against all Supply Orders placed during the currency of the Rate Contract at the price charged to Indian Army/ Government.

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Appendix 'C'

(Refer RFP Para 7 (o) of Part-II)

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SOLVENCY CERTIFICATE

(TO BE SUBMITTED WITH TECHNICAL BID)

I hereby confirm that no other solvency certificate for any amount except bank letter No____ has been unit/establishment in FY 2024-25.

OR

_____ Bank solvency for amount of Rs._____ has been given in _____ unit/establis
_____.

Appendix ‘D’

(Refer RFP Para 7 (h) of Part-II)

PAST PERFORMANCE SUMMARY CERTIFICATE

S No	Shelter Type/ Si milar Work	Qty	SO Amt (In RS)	Unit Delivered To	Remarks

FY : 2022-23

1.					
2.					
3.					
4.					
Total					

FY : 2021-22

1.					
2.					
3.					
4.					
Total					

FY : 2020-21

1.					
2.					
3.					
4.					
Total					

-

ADDITIONAL TERMS AND CONDITIONS : CHT (SPL VEHICLES)

1. **Consignment of Special vehicles Track Excavator (20 Ton Capacity** k Excavator 20 Ton Capacity required for 8 hrs per day for a period of 42 working he commencement of the contract . The seller should quote the rates per day a
2. **Consignment of Special vehicles Tippers.** 09 x Tippers, 09 Ton requ rs per day for a period of 42 working days from the commencement of the contrac r should quote the rates per day accordingly.
3. **Consignment of Special vehicles Road Roller** 01 x Road Roller requ rs per day for a period of 42 working days from the commencement of the contrac r should quote the rates per day accordingly.
4. **Additional Fitments.** The additional fitments required to be carried with

ent will be provided by the seller. If user holds a kit for this purpose then seller will be placing the additional fittings if any on the special vehicles when provided by the User.

5. **Toll Free.** As per Indian Toll act 1901 (Army & Air Force) all vehicles carrying equipment are exempted from payment of toll fees. All issues related to payment will be resolved by the seller. Any document required by the seller to obtain toll will be provided to the User/Buyer.

6. **Accident.** In case of any accident, the seller or his representative will inform the police Station. Court of Inquiry as in case of Army Vehicle will be conducted and the decision of the Competent Military Authority shall be binding and final.

7. **Short Notice.** On exigencies of duty the vehicle may be demanded on a short notice. Seller must respond to the requirement.

8. **Utilization.** In case of availability of departmental vehicle or low utilization (% of contract value), of civil hired transport due to exigency of duties no claim shall be made by this seller against buyer/Govt.

9. **Risk and cost.** If a vehicle is not provided by the Seller as per the indentable condition even on three warnings or three hours of time vehicle was demanded on the nature of urgency of duties, the buyer will place a vehicle at risk and cost. The amount due will be deducted out of the payment due to him in monthly billing and may be liquidated.

10. **Venue of Existing Work.** The Special vehicles are required for the existing work and for the maintenance of the vehicles.

11. **Office of the Contractor.** Office of the contractor must be in Pathankot to facilitate the smooth functioning of the contract.

12. **Additional Kilo Meterage.** The repair & restoration work to be carried out on special vehicles will be closer to the International Boundary (IB) To maintain secrecy and to avoid enemy observation, the additional distance by the vehicles may be required.

13. **Power of Attorney.** Any contractor running the contract in the behalf of the contractor is required to submit the certificate on stamp papers.

14. **Security.** The contractor will ensure proper police verification & security of drivers & staff employed by him
15. Fuel to be provided by Seller not buyer.
16. Transportation, handling and other misc charges of the machines will not be vendor .
17. Extra payment for extra KM will not be paid to the seller.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs or modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled 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 in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category 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](#) 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 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 raise their representation against the same by using the Representation window provided in the bid details field in S after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations 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](#)

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 share 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 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 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 व 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 इस 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 आधार होगा।

---Thank You/धन्यवाद---