



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5834192 Dated/दिनांक : 20-01-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-02-2025 19:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-02-2025 19:30:00		
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		
<b>Department Name/विभाग का नाम</b> Department Of Defence Research & Development			
Organisation Name/संगठन का नाम	Office Of Dg (mss)		
Office Name/कार्यालय का नाम **********  क्रेता ईमेल/Buyer Email naveen.ennala@gov.in			
		Total Quantity/कुल मात्रा	2631
Item Category/मद केटेगरी	CHEMICALS FOR RUBBER COMPOUNDING		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CHEMICALS FOR RUBBER COMPOUNDING		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Storage Rack for Chemicals, Room Disinfectant for use in Sericulture, Rubber Blanket, Safety Footwear as per IS 15298, Rubber Sucker for Printing, Sodium Chlorite for Bulk supply, Skirt Rubber for CHP, EPDM Rubber Beading For Mudguard, Algaecides and Biocide for Cooling Water treatment, Rubber pads for Industrial purpose		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Room Disinfectant for use in Sericulture		
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 छ्ट	No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
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)	Yes	
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Post Dispatch	
Name of the Empanelled Inspection Agency/ Authority	DRDO	
Auto CRAC Days	60	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	Yes ( <u>Arbitration clause document</u> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00	
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अविध (महीने).	6	

(a). 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 :

DS

Advanced Systems Laboratory Hyderabad, Department of Defence Research & Development, Office of DG (MSS),

Ministry	of	Defence
(Directo	r)	

# MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता Yes	MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. 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.
- 2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

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

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

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

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

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

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

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

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

- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **CHEMICALS FOR RUBBER COMPOUNDING (2631 kilogram)**

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	*****	************HYDERABAD	2631	120

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

#### 1. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

#### 2. 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.

#### 3. 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.

#### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Additional Terms & Conditions**

- \* PSB: The L1 vendor has to submit performance security @5% of the order value in the form of bank Guarantee/FDR valid till completion of delivery period + 60 days more. If PSB is not received within 15 days, appropriate action will be taken against the supplier (including cancellation of supply order, if deemed fit). The PSB will be returned back once the stores are accepted by the user group.
- \* Performance Warranty Bond: 10% of the order value shall be provided in the form of BG/FDR valid till completi on of warranty period + 60 days (i.e14 months from date of acceptance) shall be provided at the time of supply, without submission of 10% PWBG payment will not be processed. This PWB will be returned back after completion of warranty obligation.
- 1. Extension of bank guarantee (wherever required) on occasion of amendment in suppy order for extension of del ivery period shall be submitted to this office on intimation and before relevant amendment to supply order.
- 2. The delivery of stores shall not be accepted on weekends (saturday & sunday), public holiday. Hence, please pl an your delivery of stores accordingly.
- 3. The delivery of stores shall be made 15 days before the delivery due date, so that all the acceptance and ledger action get completed by the delivery due date.
- 4. Delivery status shall be updated only with the document/delivery challan duly attested by our officer along with their seal and our security-in stamp. this is mandatory.

#### **Arbitration:**

All disputes or differences arising out of or in connection with the Contract shall be settled by bilate ral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or r elating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision

- A) For Central and State PSES: In the event of any dispute or difference relating to the interpretation an
  d application of the provisions of commercial contract(s), such disputes or difference shall be taken up by
  either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as
  per provisions of Department of Public Enterprises OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-052018 as amended.
- B) For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the a

ppointment of arbitrator(s) and proceedings.

• **C)** For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or re lating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

"The case of arbitration may be referred to arbitrator / arbitrators appointed as section 11 of Indian arbitration and Conciliation Act. 1996 as amended and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended."

#### Or

"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (I CADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act. 1996 as amended."

Or

"The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. Ho wever, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Ac t, 1996 as amended."

# \*All the above proceedings of arbitration cases shall be restricted / confined to the jurisdiction of the Buyer / Procuring Entity i.e. Hyderabad only.

**Quality Requirements for AS-91000-D**: The following quality requirements meant for AS-9100-D needs to complied by vender in addition the specific quality requirements mentioned in the technical specification and relevant quality assurance documents which are part of the RFP.

- a) Materials/Services/Processes will be subjected to receipt inspection and payment will be released based on ins pection results.
- b) Vendor shall ensure product/service/process delivery as per Specifications and Delivery Schedule.
- c) Technical information as required is attached in the form of drawings, specifications, process document, QAP, design and development requirements, etc.
- d) In case of providing services/processes, Vendor shall ensure necessary competence of personnel.
- e) In case of any technical information requirement, vendor may please contact ASL Purchase Department.
- f) Vendor shall provide the right of access to ASL, its customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- g) Vendor implement quality management system as per ASL requirements.
- h) Vendor shall use customer-designated or approved external providers, including process sources (e.g., special processes).
- i) Vendor shall notify ASL on non-confirming processes, products, or services and obtain approval for their disposition.
- j) Vendor shall test specimens for design approval, inspection/ verification, investigation, or auditing (as applicable

- k) Retain documented information, including retention periods and disposition requirements
- i) ASL shall exercise controls on design and development as per its or its customer's requirements.
- ii) Vendor shall notify ASL on changes to pocesses, products, or services, including changes of their external providers or location of manufacture, and obtain organization's approval.
- Iii) Vendor shall flow down its external providers applicable requirements including customer requirements.
- iv) Vendor shall ensure that persons are aware of:

Their contribution to product or service conformity

Their contribution to product safety

The importance of ethical behavior.

- l) Vendor ensure prevention of counterfeit parts/proudct. Vendor and it's sub-tier suppliers, shall ensure that only non-counterfeit parts and products are delivered to ASL.
- m) Further to prevent inadvertent use of counterfeit parts, Vendors shall only procure directly form OEM, Original Component Manufacture (OCM), or through OEM/OCM authorized distribution chain unless approved in writing b y ASL.
- n) Vendor must obtain written approval to use Non-Franchised Distributors/Brokers and must present complete a nd compelling support of all actions to ensure parts procured are legitimate, authentic, non-counterfeit parts.
- o) In case of detection of counterfeit parts / products upon inspection, same will not be returned to Vendor as the y are and will be handled as per the policies of ASL.

ASL shall carry out vendor performance rating based on parameters like, Product Confomity, Delivery Schedule and absence of counterfeit parts. The result will be communicated to Vendor for improvement.

#### **Bid Security Declaration**

We, M/s\_\_\_\_\_\_ do hereby accept that if we withdraw or modify bids during the period of validity, or if we are awarded the contract and fail to accept the contract, or fail to submit the performance security bond (PSB) before the deadline defined in this bid document, we will be suspended for the period of Two (2) years from being eligible to submit bids for contracts with any procuring entity of DRDO

Additional terms and conditions as per scope of work Bidder shall submit the following documents along with their bid for vendor code creation  $\frac{1}{2}$ 

- 1. Copy of PAN CARD
- 2. Copy of GSTIN
- 3. Copy of Cancelled Cheque
- 4. Copy of Vendor Registration of any DRDO lab Vendor Corresponding details i.e. postal address contact person Name, Ph No., Email address

#### Note:

THE FIRM HAS TO OFFER FOR INSPECTION BEFORE DISPATCH TO FIRM PLACE.

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# 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 <u>attached categories</u>, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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. जैम की सामान्य शर्ती के खंड 26 के सदिश में भारत के साथ भूमि सीमा साझा करने वाले देश के खंड 26 के सदिश में भारत के साथ भूमि सीमा .साझा करने वाले देश के लिए तभी पात्र होंगा जब वह बिंड देने के लिए तभी पात्र होंगा जब वह बिंड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिंड में भाग लेते समय बिंडर 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 कारवाई का आधार होगा।

---Thank You/धन्यवाद---