

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-06-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-06-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	15 (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	*****
क्रेता ईमेल/Buyer Email	ahajaj.536a@gov.in
Total Quantity/कुल मात्रा	16
Item Category/मद केटेगरी	B-8763401 COOLANT PUMP ASSY , 2786-2099-9962 BELT V RIBBED , 269126250135 ASSY DRIVE SHAFT , 2691-2620-3103 TAPER ROLLER BEARING 92.075X50 8X24.6 , 993-050-436-0 SEALING RING , A4008201339 LU HEAD LAMP-DUAL CHAMBER , A4005280306 AIR FILTER-PRIMARY ELEMENT , A0001420289 FILTER ELEMENT , A4005280506 AIR FILTER BODY SHORT CABIN , 466118120000 FUEL RETURN PIPE 4 CYL , 466118119900 HOSE - FUEL TANK TO WATER SEPARATOR
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	COOLANT PUMP ASSY, BELT V RIBBED, ASSY DRIVE SHAFT, TAPER ROLLER BEARING 92.075X50 8X24.6, SEALING RING, LU HEAD LAMP-DUAL CHAMBER, AIR FILTER-PRIMARY ELEMENT, FILTER ELEMENT, AIR FILTER BODY SHORT CABIN, FUEL RETURN PIPE 4 CYL, HOSE (FUEL TANK TO WATER SEPARATOR)
	<p><b>Searched String:</b> COOLANT PUMP ASSY</p> <p>Coolant Hose, Styling Chair / Salon Chair / Swiveling Barber Chair, RELAY FRAME ASSY.,MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Wilfit Spares, Antifreeze Coolant as per IS 5759, Self Priming Centrifugal Pump as per IS 5120 , Bulk Packing of TSM Assy (BSF), Bomb Blanket (MHA), Descaling Pump, Submersible Sewerage Pump</p> <p><b>Searched String:</b> BELT V RIBBED</p> <p>uniform jersey woolen ribbed v neck dgsd specification, Spherical Roller Bearing as per IS 6455, V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494, Bomb Blanket</p>

Bid Details/As per	(MHA) V - Belts - Endless Narrow V - Belts for Industrial use as per IS 14261, Insulation Tester, V-Belts - Endless V-Belt
<p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>	<p>For Industrial Purposes - General Purpose-IS:2494, Belt Trainer, Small Angle Grinders, leather belt</p>
	<p><b>Searched String:</b> ASSY DRIVE SHAFT</p> <p>RELAY FRAME ASSY.,MCC FRAME ASSY., D.P.LATCH FRAME ASSY (203BS43) (BHEL), Mobile Storage Compactors, Wheel Worm, Wilfit Spares, Pen Drive, Servo Control Drive - Servo Motor Operated LVC as per IS 9815 (Part 1), Tape Drive, Gear Shaft and Pinion Shaft for Increaser, Wheel Chairs (V2), Flexible Shaft Grinder</p>
	<p><b>Searched String:</b> TAPER ROLLER BEARING 92.075X50 8X24.6</p> <p>Tapered roller bearing, Sofa Set (Steel Tube), Tapered Bearings as per IS 12102, Safes (V2) as per IS 550, Zinc Oxide Elastic Self - Adhesive Bandage (V2), Cylindrical Roller Bearing as per IS 6455, Cotton Bandage Cloth (V2), Spherical Roller Bearing as per IS 6455, The Multilayered Cross Laminated Sheets / Tarpaulins / Covers / Agricultural Films as per IS 14611, Picket Steel as per DGS&amp;D Drawing</p>
	<p><b>Searched String:</b> SEALING RING</p> <p>U-Sealing Rings (Nimonic) (BHEL), Cable Sealing Kit, Gasket sealing Compound, Towel Rail / Ring for Bathroom, Vessel Sealing System, Asbestos Cement Pressure Pipe and Joints as per IS 1592, Polythene sealing machine, Networking Trainer Educational Kit, Polythene Sealing Machine (V2), Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985</p>
	<p><b>Searched String:</b> LU HEAD LAMP-DUAL CHAMBER</p> <p>Dual Chamber Implantable Pacemaker, Dual Chamber Temporary Pacemaker, Bomb Blanket (MHA), Temporary External Dual Chamber Pacemaker, Dual Chamber Implantable Cardioverter Defibrillator (ICD), Plastic Moulded Table - Preschool Kit, Dual Headed Gamma Camera, Smooth Bore Circuits - Anesthesia Breathing Circuits (V2), Flood Light Luminaire Suitable for HPSV Lamps (V2) as per IS 10322 (Part 5 / Sec 5), Projector Lamps</p>
	<p><b>Searched String:</b> AIR FILTER-PRIMARY ELEMENT</p> <p>Element Filter Compressor, Filtering Half Mask-Air Pollution Mask-IS 9473, Angle Air Filter and Filter Element (BHEL), Bomb Blanket (MHA), Air Pre Filter, Air Pollution Filtering Mask, Vehicle Mounted Air Filter, Climbing Rope Nylon, Glacier Region (Defence), Air Sampler, Respiratory Filter - Full Face Masks</p>
	<p><b>Searched String:</b> FILTER ELEMENT</p> <p>Element Filter Compressor, Spherical Roller Bearing as per IS 6455, Angle Air Filter and Filter Element (BHEL), ELEMENT SPIN ON OIL, Ceramic Heating Element, Laboratory Filter Papers, Flexible Heating Element, Tapered Bearings as per IS 12102, Heating Element (BHEL), Syringe Filter</p>
	<p><b>Searched String:</b> AIR FILTER BODY SHORT CABIN</p> <p>Air Pre Filter, Filtering Half Mask-Air Pollution Mask-IS 9473, Vehicle Mounted Air Filter, Angle Air Filter and Filter Element</p>

<b>Bid Details/बिड विवरण</b>	
	<p>(BHEL), Air Pollution Filtering Mask, Element Filter Compressor, Air Sampler, Respiratory Filter - Full Face Masks, Breathing Air Cylinder Fill Containment Cabinet, Flexible Shaft Grinder</p> <p><b>Searched String:</b> FUEL RETURN PIPE 4 CYL</p> <p>Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Parallel Bar - Outdoor Gym Equipment, Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Hand Operated Hydraulic Pipe Bender, CPVC Industrial Pipe Fittings, Schedule 80, Rigid Plain Conduits of Insulating Materials as per IS 9537 (Part 3), Wild - Life Cages, Elbow Pipe Fitting, Foot pedal Operated Sanitizer dispenser stand, Modular Toilet</p> <p><b>Searched String:</b> HOSE (FUEL TANK TO WATER SEPARATOR)</p> <p>Fuel Water Separator, Rotational Moulded Polyethylene Water Storage Tanks (V2) conforming to IS 12701, Water Bowser with Boom Tower for Fire Fighting, Mobile Water Treatment Vehicle, Water Purification System with UV (Ultra-Violet Process) or UV (Ultra-Violet Process)+UF (Ultra-Filtration Process)</p>
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / <b>Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Utility Vehicle</li> </ul>
<b>BOQ Title/बीओक्यू शीर्षक</b>	MT HEAD
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	<p>Experience Criteria,Past Performance,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document</p> <p>*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</p>
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	70 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	269126250135 ASSY DRIVE SHAFT
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## **B-8763401 COOLANT PUMP ASSY**

**(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	*****	*****BURDWAN	1	15

## **2786-2099-9962 BELT V RIBBED**

**(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)**

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<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	*****	*****BURDWAN	2	15

**269126250135 ASSY DRIVE SHAFT**

(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)

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1	*****	*****BURDWAN	2	15

**2691-2620-3103 TAPER ROLLER BEARING 92.075X50 8X24.6**

**(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)**

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1	*****	*****BURDWAN	2	15

**993-050-436-0 SEALING RING**

**(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)**

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****BURDWAN	1	15

#### A4008201339 LU HEAD LAMP-DUAL CHAMBER

(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)

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1	*****	*****BURDWAN	1	15

#### A4005280306 AIR FILTER-PRIMARY ELEMENT

(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)

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1	*****	*****BURDWAN	2	15

**A0001420289 FILTER ELEMENT**

(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**

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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	*****	*****BURDWAN	2	15

**A4005280506 AIR FILTER BODY SHORT CABIN**

(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**

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****BURDWAN	1	15

**466118120000 FUEL RETURN PIPE 4 CYL**

(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**

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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	*****	*****BURDWAN	1	15

**466118119900 HOSE - FUEL TANK TO WATER SEPARATOR**

(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	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	*****	*****BURDWAN	1	15

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. 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)

**3. Ration Item ATCs**

**Warranty** The following Warranty clause will form part of the contract placed on successful Bidder :-

(a) The Seller warrants that the goods supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India (the warranty period of the item is as given in the Defence Food Specification attached from the date of acceptance of stores).

(b) The Seller warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food Specification attached) from the date of acceptance of stores, that the goods/ stores supplied under the contract shall be free from all types of defects.

(c) Once the stocks are accepted by the verdict of CFL/ FIU, stocks are dispatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, the supplier will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.

(d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as "Failed to Perform within Warranty Period". In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), in

New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as specified in the succeeding paras within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been made without committing Govt in any way nor will such decision prejudice the Govt rights.

(e) Claims shall be prepared by the supply depots for the cost of affected quantity including GST and all incidental charges including transportation charges if any, and other incidental charges if any through CDP (APO). The stocks shall be segregated at the supply depot. The supplier is given two options in this eventuality. Option 1- Supplier will make good the loss amounting the claim prepared by the concerned supply depot by depositing the money to PCDA (Delhi) within 30 days of intimation sent by APO to the supplier and supplier shall lift the stock (only once supplier has made the payment to PCDA(Delhi)) from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a board of officers. It shall be the sole responsibility of the supplier to lift such stocks declared failed to perform within warranty in the stipulated time. Option 2- the Seller shall replace the same free of charge, within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which the stores will be destroyed in situ at SELLER's risk and cost by a station board of officers. No DP extensions for the purpose is required and consequently the firm will have to furnish a fresh validity of PBG submitted, at APO. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. The supplier will transport fit stocks to the supply depot where the affected stocks are held by his own cost and expense.

(f) The seller will intimate the buyer within 10 days of intimation dispatched by APO wrt the defect in such an event, the option he is willing to adopt along with the documents as under :-

(i) If the seller is willing for option 1, the intimation letter will also accompany the proof of the deposition of the claimable amount at PCDA Delhi.

(ii) If the seller is willing for option 2, the intimation letter will include the extension of the PBG for a corresponding period as per the warranty period mentioned in the DFS.

(g) In case, the seller fails to make good the loss or replace the affected stocks as desired, after the stipulated time period of 45 days, such stocks will be destroyed insitu. Appropriate legal action will be initiated against the supplier there after. Supplier cannot claim on the destruction of such stocks irrespective of the outcome of the legal action.

(h) Such stocks which are stored in forward depots/ units from where it cannot be retrieved for handing over to suppliers shall be destroyed by board of officers.

(j) The declaration by the Buyer or any officer acting on his behalf communicated to the SUPPLIER in writing that a particular consignment has been condemned will be taken by the SUPPLIER as the conclusive evidence of the proper communication of that consignment provided that such communication is issued by the Buyer within 45 days of the expiry of the warranty period. Nothing herein contain shall prejudice any other right of the BUYER in that behalf under this contract or otherwise.

(k) Warranty in case of any preponement of supplies at the request of the supplier will be valid as per the original Delivery Period. A confirmation for the same will be issued in writing by the supplier.

(l) The Supplier will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by the Buyer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay the remaining balance due to the government on demand. In respect of contracts providing for an execution by the Supplier of guarantee regarding maintenance of the wholesomeness of stores supplied, the performance security deposit or such portion thereof as may be decided by the Buyer may be withheld till the expiry of the warranty period relating to final supplies.

## **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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller 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./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**