

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-06-2025 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-06-2025 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Defence
<b>Department Name/विभाग का नाम</b>	Department Of Military Affairs
<b>Organisation Name/संगठन का नाम</b>	Indian Army
<b>Office Name/कार्यालय का नाम</b>	*****
<b>क्रेता ईमेल/Buyer Email</b>	amagat.269p@gov.in
<b>Total Quantity/कुल मात्रा</b>	79
<b>Item Category/मद केटेगरी</b>	N1/1015-000639 VALVE ASSY , N1/4730-000142 LUB NUT, 123
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	N1/4730-000142 LUB NUT, 123
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Trampoline, Span Bolt and Nut, Thread Plug Gauge
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Bracket (Defence)</li> </ul>
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	8 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	8 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	N1/1015-000639 VALVE ASSY
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	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	51719
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	96

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	17

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

(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 राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

COMMANDANT COD JABALPUR

Central Ordnance Depot Jabalpur, Department of Military Affairs, Indian Army, Ministry of Defence  
(Commandant Cod Jabalpur)

**UIN Number NCTGC2415P**

**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 the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

5. 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.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

#### **Evaluation Method ( Item Wise Evaluation Method )**

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

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	N1/1015-000639 Valve Assy	69
Schedule 2	N1/4730-000142 Lub Nut, 123	10

**N1/1015-000639 VALVE ASSY ( 69 pieces )**

(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**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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	*****	*****JABALPUR	69	90

**N1/4730-000142 LUB NUT, 123 ( 10 pieces )**

(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**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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	*****	*****JABALPUR	10	90

**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. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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.

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CENTRAL ORDNANCE DEPOT, JABALPUR – 482 001  
REQUEST FOR PROPOSAL (RFP) AGAINST BOQ BID ON GeM

Invitation of Bids for Supply of items mentioned at Part II Para 1 of RFP.

1. The online Bids under Custom bid on GeM are invited by the Commandant COD Jabalpur for and on behalf of the President of India for supply of items listed in Part II of this RFP.
2. The address and contact numbers for seeking clarifications regarding this RFP are given below :-
  - (a) Queries to be addressed to : Col (Prov & Proc), COD Jabalpur
  - (b) Name/designation of the contact : Col Amandeep Singh Toor, Col (Prov & Proc)
  - (c) Telephone numbers of the contact : 0761-2330421/6704 (Office)
  - (d) E-mail ids of contact personnel : jod-pp2020@gov.in
  - (e) Fax number : 0761-2333222
3. This RFP is divided into five Parts as follows:
  - (a) Part I – Contains General Information and Instructions for the Bidders about the RFP
  - (b) Part II – Contains essential details of the items required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Sd-x-x-x-x-x-x-x

(Amandeep Singh Toor)  
Col  
Col (Prov & Proc)

Date: 15 MAY 2025 For Commandant

## PART I – GENERAL INFORMATION

1.
  - (a) Commercial bid in the form of “BOQ” in single .xls file which will be submitted online.
  - (b) Scanned copies of the following documents are required to be uploaded in single pdf file.
    - (i) PAN No, GST/TIN/Regn (Scanned and uploaded).
    - (ii) Certificate of acceptance of terms and conditions of RFP on firms letter head. (Scanned and uploaded)
    - (iii) Scanned copy of EMD documents if applicable or the exemption certificate as applicable.
    - (iv) Scanned copy of Tender fee instrument/exemption proof as applicable.
2. Time and date for opening of Bids. As per GeM Custom bid
3. Opening of Bid System. On Gem portal as per schedule.
4. Forwarding of bid : As per GeM portal
5. Clarification regarding contents of the RFP. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer online about the clarifications sought not later than 5 (five) days prior to the date of opening of the Bids. Copies of the clarification by the purchaser will be uploaded as corrigendum for all prospective bidders.
6. Modification and Withdrawal of Bids.
  - (a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
  - (b) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline EMD would be refunded but not cost of the tender. Once withdrawn online, he cannot participate again in this tender.
  - (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidders Bid Security/ EMD.
7. Clarification regarding contents of the Bids. The detailed instructions for bidders are as Appx „C. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
8. Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional Bids will not be accepted
9. Validity of Bids. The Bids should remain valid for 180 days from the date of opening of tenders from the last date of submission of the Bids.
10. EMD Bidders are required to submit Earnest Money Deposit (EMD) as mentioned in RFP Part II Para I. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business (viz ICICI Bank Ltd/Axis Bank Ltd/HDFC Bank Ltd only) as per Form DPM-13. (Available in MoD website and can be provided on request). Demand draft & Bankers cheque should be drawn in favour of “Public Fund Account”, Commandant, COD Jabalpur payable at Jabalpur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders 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 award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC), or concerned departments or ministries of the Govt of India. Firms registered with Units/Establishments of Army, Air Force, Navy or DRDO Labs which do not qualify to be part of Central Purchase Organisations will not be exempted from EMD. The bidder is required to attach the copy of proof for exemption of EMD with their offer. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender.
10. Manner for obtaining the Tender Set. The tender documents are available for download at [www. Ge M.gov.in](http://www.Gem.gov.in). The interested firm may download the documents and submit the same alongwith required tender fees.

## Part II – Essential Details of Items/Services required

### 1. Schedule of Requirements – List of items / services required is as follows:

- (a) Every item is will be evaluated seperately.
- (b) This is a composite rfp.
- (c) Vendors can quote for one or more item.
- (d) The vendor who do not wish to quote for an item should leave the tender enquiry of that item blank. No value including zero be put for such tender enquiry.

### 2. Technical Details:

- (a)  
Specifications/drawings, as applicable  
TO BE OBTAINED FROM AHSP CONCERNED
- (b)  
Technical details with technical parameters

### AS PER INSP BOARD OF OFFR

- (c)  
Requirement of training/on-job training
- (d)  
Requirement of installation/ commissioning
- (e)  
Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)\
- (f)  
Requirement of Technical documentation
- (g)  
Nature of assistance required after completion of warranty
- (h)  
Requirement of pre-site/equipment inspection
- (j)  
Any other details, as considered necessary

3. Confirmation to the Bid – Bidder are required to accept the terms and conditions as given in the RFP by signing and affix stamp on each page of this RFP/Tender enquiry.

4. Delivery Periods - The Advance Cum bulk delivery period be 90 days. 02 rejection of advance sample will be tolerated within 2 months of placement of SO. Total delivery Pd would be 90 days. If items are rejected the delay in delivery will be attributalbe to the firm Please note that supply Order can be cancelled unilaterally by the Buyer in case items are not received within the delivery period fails in FFT. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of LD clasue.

5. INCOTERMS for Delivery and Transportation ("E"/"F"/"C"/"D" Terms).

CIP Destination: COD Jabalpur

6. Consignee details – The Commandant, COD Jabalpur, PIN-482001

## Part III – Standard Conditions of RFP



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

1. Law: The Supply Order/Contract shall be considered and made in accordance with the laws of the Republic of India. The Supply Order/Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The Supply Order/Contract shall come into effect on the date of (Signature of both parties on the contract) and shall remain valid until the completion of the obligations of the parties under the Supply Order/Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order/Contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Supply Order/Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order/Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Arbitration is as per Form DPM-7 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (for PSUs) enclosed to Part-III of this Supply Order/Contract.

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Order/Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order/Contract or any other Supply Order/Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order/Contract or any other Supply Order/Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order/Contract and all or any other Supply Order/Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order/Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order/Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order/Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Supply Order/Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order/Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Order/Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order/Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order/Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Order/Contracts concluded earlier with the Government of India.

6. Access to books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Supply Order/Contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Supply Order/Contract documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the Supply Order/Contract or any provision, specification, plan,

design, pattern, sample or information thereof to any third party.

8. Liquidated damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this Supply Order/Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order/Contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the Supply Order/Contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. Termination of the Supply Order/Contract: The Buyer shall have the right to terminate this Supply Order/Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 02(Two) months 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 06 months.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this Supply Order/Contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the Supply Order/Contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order/Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order/Contract or any part thereof.

12. Patents and Other Industrial Property Rights: The prices stated in the present Supply Order/Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. Amendments: No provision of present Supply Order/Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order/Contract and signed on behalf of both the parties and which expressly states to amend the present Supply Order/Contract.

14. Taxes and Duties

(a) In case of Foreign Seller:- NOT APPLICABLE  
OR

(b) In case of Indigenous Seller

(i) General:

(aa) If Bidder desires to ask for Goods and Services Tax extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(ac) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order/Contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all

relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) Customs Duty: NA

(iii) Excise Duty: NA

(iv) Goods and Services Tax (GST) :

(aa) For all items of armament in nature, 18 % GST is applicable. However, if is desired by the Bidder to ask for Goods and Services Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of Goods and Services Tax and no liability of Goods and Services Tax will be developed upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Goods and Services Tax applicable at the time of supply should be shown separately. Goods and Services Tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to Goods and Services Tax and the same is payable as per the terms of the Supply Order/Contract.

(v) Octroi Duty & Local Taxes:

(aa) Normally, materials to be supplied to Government Departments against Government Supply Order/Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against Supply Order/Contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause - NA

16. Arbitration Clause - Indigenous Private bidders (Form DPM-7)

(a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

(b) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(d) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

(e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

(f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings.

cy of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

#### Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 3% of the Supply Order/Contract value within 30 days of receipt of the confirmed Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM- 15, (available in MoD website and can be provided on request).

2. Option Clause: This Supply Order/Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original Supply Order/Contracted quantity in accordance with the same terms & conditions of the present Supply Order/Contract. This will be applicable within the currency of Supply Order/Contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause – This Supply Order/Contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present Supply Order/Contract within six months from the date of successful completion of this Supply Order/Contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

4. Tolerance clause – To take care of any change in the requirement during the period starting from issue of RFP till placement of the Supply Order /contract, Buyer reserves the right to 25% plus minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the Supply Order/Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. Payment terms for Indigenous Sellers – It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving the payment through ECS is at Form DPM -11 (available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% Payment against Inspection Note duly supported by Xerox copy of the Bank Guarantee and 03 copy of receipt voucher of items in good condition by consignee (s).

6. Advance Payments: No advance payment(s) will be made.

7. Paying Authority: CDA (Army), Ridge Road Jabalpur) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill.

(a) Ink- signed copy of contingent bill/Seller's bill.

(b) Ink-signed copy of Commercial invoice/Seller's bill

(c) Copy of Supply Order/Contract /Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.

(d) Inspection note.

(e) Claim for statutory and other levies to be supported with requisite documents /proof of payment such as Excise duty challan, Customs duty clearance certificate. Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(f) Exemption certificate for Excise duty /Customs duty, if applicable-Not Applicable.

(g) Bank guarantee for advance, if any -Not applicable

(h) Guarantee/Warranty certificate.

(j) Performance Bank guarantee/Indemnity bond where applicable .

(k) DP extension letter with CFA's sanction, U.O number and date of IFA's concurrence, where required u

nder delegation of powers, indicating whether extension is with or without LD.

(l) Details for electronic payment viz Account holder's name, Bank name Branch name and address, Account type, Account number, IFSC code MICR code(if these details are not incorporated in Supply Order/Contract/contract)

(m) Any other document/certificate that may be provided for in the Supply Order/Contract /Contract.

(n) Xerox copy of PBG.

(Note- From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

#### 8. Risk & Expense clause –

(a) Should the stores or any instalment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be one in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit other stores of the same or similar description to make good:-

(i) Such default.

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

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

#### 9. Force Majeure Clause

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract). If the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockage, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract

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

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

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

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

10. Specification. The following Specification clause will form part of the contract placed on successful Bidder. The seller guarantees to meet the specifications as per Part II of RFP and to incorporate the modification to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modification by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer may carry out technical up gradation/alteration in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of up gradation /alteration will be provided to the Buyer free of cost within 45 days of affecting such up gradation/alterations.

11. OEM Certificate: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12. Transportation : Free Delivery at Destination (Traffic(O) Branch, COD Jabalpur) - The seller will bear the cost and freight charges inclusive of packing forwarding, transit insurance and any other charges as applicable to bring the goods to destination. Octroi exemption certificate, if required will be issued by the concerned area inspector (Inspecting Authority).

- 13 Packing and Marking: The following Packing and Marking clause will form part of the contract placed on a successful Bidder :-
- (a) The stores shall be securely packed free of any additional cost to the Govt to avoid loss or damages in transit and to the satisfaction of the inspecting officer. It is entirely the responsibility of the Contractor to ensure that the goods reach the consignee in fully serviceable condition. The packing shall be to the satisfaction of the Inspecting Officer and the Contractor shall still remain responsible for the adequacy in transit. The packages shall be marked clearly with contract number and other necessary details for easy identification at Consignee's end. The packing and forwarding charges will be borne by the manufacturer /contractor.
  - (b) The packing of the equipment and spares/goods shall conform to the requirements of specification and standards in force.
  - (c) The store after inspection and acceptance by the inspection officer mentioned hereinafter shall be dispatched to the Consignee mentioned hereinafter by suitable transport under arrangement of the seller.
  - (d) The purchaser shall not pay separately for transit insurance and the contractor shall be responsible for the safe arrival of the stores at the destination.
  - (e) If necessary, each package shall be marked with warning inscriptions < Top>, "Do not turn over" category.
  - (f) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.
    - (i) Part Number
    - (ii) Nomenclature
    - (iii) Contract annex number
    - (iv) Annex serial number
    - (v) Quantity contracted
  - (g) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No 1 painted in yellow colour.
  - (h) The Seller shall mark each package with indelible paint in the English language as follows:-
 

EXPORT

    - (i) Contract No.....
    - (ii) Consignee.....
    - (iii) Port/Airport of destination.....
    - (iv) Ultimate consignee.....
    - (v) SELLER.....
    - (vi) Package No .....
    - (vii) Gross/net weight .....
    - (viii) Overall dimensions/volume.....
    - (ix) The seller's marking.....
  - (j) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.
14. Quality: - The quality of the stores delivered according to the present Supply Order/Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Supply Order/Contract shall be new i.e. not manufactured before (Year of Supply Order/Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
15. Quality Assurance: Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
16. Inspection Procedure. FFT of sample at 506 Army Base Wksp and inspection of bulk supply by BOO with member from 506 ABW at consignee location except for BTS/COTS items for which inspection will be carried out by Bd of officer at COD Jabalpur.
17. Pre-Inspection Clause. Manufacturer must satisfy themselves that the stores are in accordance with the terms of contract & fully confirmed to the required specification by carrying out thorough pre inspection of each lot before actually tendering the same for inspection to the inspecting officer under the terms of c

ontract.

18. Franking Clause: The following Franking clause will form part of the contract placed on successful Bidder:-

(a) Franking Clause In the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Supply Order/Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract."

(b) Franking clause In the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

19. Claims: The following claims clause will form part of the contract placed on successful Bidder:-

(a) The claim may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality notices during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the seller as per form DPM-23(Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period this claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

20. Warranty: The following Warranty will form part of the contract placed on successful Bidder:-

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contracts shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contracts. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 15 months from the date of delivery of the said goods stores/articles to the Consignee. Notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(b). Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

21. The clauses on Product Support, Annual Maintenance Contract Engineering Support Package shall be incorporated on need basis.

22. Additional Requirements:

(a) Rejected stores shall be suitably defected/ destroyed by the inspecting officer at his discretion without any financial liability to the purchaser.

(b) Suitable and adequate accommodation will be provided by the contractor at his own premises for inspection and wherever necessary bond room facilities to the inspecting officer shall be provided to the purchaser free of cost.

(c) The contractor shall inform all concerned as soon as the pilot/Advance samples are approved by the Inspecting Officer.

- (d) The contractor shall send a fortnightly progress report of manufacture /inspection and supply of the stores to the purchaser/consignee and the inspecting officer.
- (e) The contractor shall make his own arrangement for the procurement of all materials required for this contract.
- (f) All queries and technical matters till such time the production is established shall be referred by the contractor to the CQCE, HQ BWG(QC) and the Inspecting Officer.
- (g) Any improvement/change and modification suggested till the bulk manufacture commences shall be undertaken by the contractor at his own risk and expense to meet the requirements of the design/specification to the entire satisfaction of the Inspecting Officer.
- (h) The drawings/specifications will not be reproduced or disclosed to any third party except to the authorized sub-contractor, if any, who will also be under similar obligation of the SECRECY and shall be immediately returned in good conditions to the issuing authority when the purpose of their issue has been served.
- (j) Inspecting officer is authorized to carry out any other test considered relevant based on intended use of the subject store.
- (k) Depot Sealed Sample-if required may be collected from COD Jabalpur, on payment of an amount equal to 20% more than the price of the item mentioned in the contract in accordance with MoD letter No 2(2) 97/D(S-II) dated 06 May 1997 (on placement of Supply Order/Contract).

23. Correctness of the Quality and Quantity: On receipt of stores at consignee's premises, the stores are checked for ascertained the correctness of quality, quantity and documents. In case the stores are found deficient in any way, consignee has the right to reject the stores even if these were inspected and cleared by the inspector.

24. The manufacturer shall be responsible for the safe delivery of the stores at the consignee's end and transit damage if any shall be promptly attended by him.

#### 25. Eligibility Criteria

- (a) Only firms registered with DGQA, Ord Fys, DOI and registered with any other Government Organisation and manufacturer of the items would be eligible to bid. OR
- (b) Should have supplied the items to any of the Org of MOD/MHA OR
- (c) Delivery will be strictly 06 months/180 days from date of placement of Supply Order OR
- (d) The interested vendor should only participate if the items can be provided by firm. COD Jabalpur is under no liability to provide the bidder sample. Hence due caution may be taken while submitting the bids.

#### 26. Required Document

- (a) Firm Registration Cert
  - (b) Past So/I-note (if any)
  - (c) MII Cert and MSME/NSIC Cert
  - (d) Annual Turnover With Balance Sheet
  - (e) BOQ acceptance Cert and sp document
- Part V – Evaluation Criteria & Price Bid issues

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- (a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b). In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP and GeM TC & ATC. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c). The Lowest Bid will be decided upon the lowest basic price quoted by the particular Bidder as per the Price Format given at Para 2 below. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will not be considered. The basic cost to the Buyer would be the deciding factor for ranking of Bids.
- (d). The Bidders are required to spell out the rates of GST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price



inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order/Contract after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(g) Any other criteria as applicable to suit a particular case.

#### Appendix "A"

#### BG FORM FOR EARNEST MONEY DEPOSIT

Whereas .....(hereinafter called the "Bidder") has submitted their offer dated.....  
.....for the supply of .....(hereinafter called the "Bid") against  
the Buyers Request for proposal No. ....

KNOW ALL MEN by these presents that WE .....of ..... ha  
ving our registered office at ..... are bound unto .....  
(hereinafter called the "Buyer) in the sum of .....for  
which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns  
by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

The conditions of obligations are - (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender. (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity. (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract. (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the authorized officer of the Bank) Name and designation of the  
officer Seal, name & address of the Bank and address of the Branch

Appx "B"

TENDER CONDITIONS ACCEPTANCE LETTER (To be given on Company Letter Head)

Date: To, \_\_\_\_\_  
SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

Tender Reference No : \_\_\_\_\_ Name of Tender/Work : - \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely: \_\_\_\_\_

\_\_\_\_\_ as  
per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. The Bid documents and its enclosures as submitted in physical form as mentioned in para 7 of Part I of RFP is the true copy of the documents uploaded on the Central Public Procurement Portal

6. In case any provisions of this tender are found violated, your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully, (Signature of the Bidder, with Official Seal)

#### 4. Buyer Added Bid Specific ATC

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

## 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---**