

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	knd-oscc@nic.in
Total Quantity/कुल मात्रा	6683
Item Category/मद केटेगरी	A1 7720 000040 DRUM SIDE STICK , A1 7720 0000: BUGLE MK 1 , G1 5310 001647 WASHER SPRING CC 000024 JARS STONE 8 LTR 6 5 KG , J1 5110 000461 HEAD STRAIGHT 915 MM , G1 5310 001282 WASHE
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	A1/ 7720- 000040 DRUM SIDE STICK, A1/ 7720- 0000: BUGLE MK- 1, G1/ 5310 -001647 WASHER SPRING C 000024 JARS STONE (8 LTR) 6. 5 KG, J1/ 5110- 0004 HEAD STRAIGHT 915 MM, G1/ 5310- 001282 WASHI MM

Bid Details/बिड विवरण

GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS

Searched String: A1/ 7720- 000040 DRUM SIDE S
Toilet Brush (V2), Bomb Blanket (MHA), Snare Drum

Searched String: A1/ 7720- 000024 MOUTH PIECE
Category not available on GeM for the text string u

Searched String: G1/ 5310 -001647 WASHER SPR
Stainless Steel Conical Spring Washer - BHEL, Hard
Channel Nut, Anchor Fastener, Washer, Spring Was
Steel Spring Lock Washer - Bhel-IS:3063, Spring Wa
IS:1862, Fasteners - Single Coil Rectangular Sector
per IS 3063

Searched String: H1 (C) 8125- 000024 JARS STON
Great Coat Short with Hood

Searched String: J1/ 5110- 000461 HANDLES AXE
915 MM

Pick Axe as per IS 273

Searched String: G1/ 5310- 001282 WASHERS PL
PVC Insulated Cables, Unsheathed with Rigid Condu
PVC Insulated (Heavy Duty) Electric Cables (V2) as

अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification

- tent arctic camping and outdoor equipment

BOQ Title/बीओक्यू शीर्षक

BOQ 6

Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)

3 Lakh (s)

Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष

3 Year (s)

MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट

No

Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट

No

Document required from seller/विक्रेता से मांगे गए दस्तावेज़

Experience Criteria,Past Performance,Bidder Turno
(Requested in ATC),Additional Doc 1 (Requested in
(Requested in ATC),Additional Doc 3 (Requested in
(Requested in ATC),Compliance of BoQ specification
document
*In case any bidder is seeking exemption from Exp
Criteria, the supporting documents to prove his elig
must be uploaded for evaluation by the buyer

Do you want to show documents uploaded by bidders to all bidders participated in bid?/

Yes

Past Performance/विगत प्रदर्शन

50 %

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया

Yes

Bid Details/बिड विवरण	
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	A1 7720 000040 DRUM SIDE STICK
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)	1073
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	2322
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	1971
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	2595
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	7919
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	1369

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).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible. Traders are excluded from the purview of this Policy. जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए हि प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इ ग्या 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 लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

COD KANPUR

COD KANPUR, Department of Military Affairs, Indian Army, Ministry of Defence
(Commandant Cod Kanpur)

MII Purchase Preference/एमआईआई खरीद वरीयता

MIIPurchase Preference/एमआईआई खरीद वरीयता	Yes
---	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSEPurchase Preference/एमएसई खरीद वरीयता	Yes
--	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance sheets for the last three financial years or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant periods should be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover for 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 should have regularly, manufactured and supplied same or similar Category Products to Central Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid or relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied during each of the Financial year. In case of bunch bids, the category of primary product having highest value should be considered.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per the 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 shall be as per the Public Procurement (Preference to Make in India) Order 2017. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM or the local content and the details of locations at which the local value addition is made along with their bid, failing which the 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 if the OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2017. 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 4.6.2020 will not be 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.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated on the Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 04.06.2017. 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 the Udyam Registration portal. Resellers of other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service Provider. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. The Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If the bidder and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference / purchase margin as per relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (Selected by Buyer) of margin of purchase preference / purchase margin as per relevant policy. 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 available only if the bidder is a MSE as validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for the purpose of shortlisting. It is not a criterion for selection. Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the selection of bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criterion for selection.

reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonable competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product value should meet this criterion.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of highest to lowest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of 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 bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation, 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of 50% participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within 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 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 different combinations covered under each schedule are as under:

Evaluation Schedules	Item/Category
Schedule 1	A1 7720 000040 Drum Side Stick
Schedule 2	A1 7720 000024 Mouth Piece No 1 Bugle Mk 1
Schedule 3	G1 5310 001647 Washer Spring Conical
Schedule 4	H1 C 8125 000024 Jars Stone 8 Ltr 6 5 Kg
Schedule 5	J1 5110 000461 Handles Axes Pick Head Straight 915 Mm
Schedule 6	G1 5310 001282 Washers Plain Copper 9 Mm

A1 7720 000040 DRUM SIDE STICK

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery/प्रदत्त
1	*****	*****Kanpur Nagar	240	365

A1 7720 000024 MOUTH PIECE NO 1 BUGLE MK 1

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery/प्रदत्त
1	*****	*****Kanpur Nagar	86	365

G1 5310 001647 WASHER SPRING CONICAL

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	1288	365

H1 C 8125 000024 JARS STONE 8 LTR 6 5 KG

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परिषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	34	365

J1 5110 000461 HANDLES AXES PICK HEAD STRAIGHT 915 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	4957	365

G1 5310 001282 WASHERS PLAIN COPPER 9 MM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती /रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Deliv
1	*****	*****Kanpur Nagar	78	365

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

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consig carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already th successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be rele submission of documentary evidence of having Functional Service Centre.

2. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Ag conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selecte

Board of officers

Post Receipt Inspection at consignee site before acceptance of stores:
COD Kanpur

3. Sample Clause

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

5

samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications for the advance sample or will provide complete list of modification required in the sample within 5 days of receipt. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If the sample is found to have major deviations / not conforming to the Contract specifications, the buyer may require fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the contractor. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor. If, after the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller. Seller shall claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

4. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days of receipt. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is disapproval of drawing – the delivery period shall be refixed without LD for the period of delay in approval of Drawings.

5. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three financial years of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is after the last financial year, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Commandant COD Kanpur

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the bank. If the EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and a copy of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

7. Forms of EMD and PBG

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

Commandant COD Kanpur

payable at

Commandant COD Kanpur

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

8. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceeding. Bidder to upload undertaking to this effect with bid.

9. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Corrigendum if any.

11. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility for reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum.

12. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS FOR GEM BID

- (a) **Registered Firms.** The firms which are registered with DGQA / NSIC/ any other Central purchasing agency shall submit a copy of proof of registration of the item along with other documents online. (i) **Proof of Exemption** MSME Certificate mentioning item under procurement under manufacturer category is mandatory requirement and the firms shall furnish under mentioned self-declaration certificate for exemption of EMD/Bid Security.

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby declaring that I/we will be suspended and shall not be eligible to participate in the Tenders invited by COD Kanpur, for a period of such Suspension Orders, under the following circumstances:-

- If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity of the Tender Documents (including extended validity, if any) or do not accept the correction of the Tender Documents due to clerical errors.
- If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract Documents specified in the Departmental Tender Document.

- (b) **Unregistered Firms.** For unregistered firm following documents will be required to participate in tenders:

- (i) **GSTIN Certificate.** Firm will submit valid GSTIN Certificate issued on the name of the firm.

- (ii) **PAN Card & Bank Details** Ensure correct details of PAN Card and Bank Account are submitted.

(iii) **Past Performance.** Firm will submit past performance proof in the form of Supply Order, CRA inspection notes of Same or Similar nature Item with min 30% quantity (cumulative). The documents should be older last than three consecutive years.

(iv) **Turnover Details.** Firm will submit certificate obtained from Chartered Accountant giving details exceeding last three consecutive years.

(v) **Acceptance Certificate.** Firm will upload acceptance certificate duly signed and confirm conditions mentioned above are acceptable to the firm.

2. The firm can contact the concerned AHSP for obtaining relevant design & drawings.

3. **Capacity Verification.** Firm/Firms may be required to undergo Capacity Verification from concerned authorities on the nature of item, quantity and financial implication. They will be given maximum 15 days to submit these documents for capacity verification from date of issue of letter from this office. The SO will be placed after capacity verification and a copy of proof of valid registration/Capacity for firms which are already registered with DGQA or any other Commission for the same item to be enclosed with online documents. Regarding submission of documents required in case of successful verification for capacity assessment during last one year from date of opening of tender, only those documents which have taken place in infrastructure, constitution of the firm and any other documents subsequently needed.

4. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, tenders, ask the bidder for clarification on his bid. The request for clarification will be given in writing and no change of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be allowed.

5. **Schedule of Requirements.** List of items/services required is as follows:-

<u>SEC/PART NO & NOMENCLATURE</u>	<u>SPECIFICATION</u>	<u>QTY</u>	<u>A/U</u>	<u>PACK AMPL ABL WARI S A M</u>
A1/7720-000040 Drum Side Stick	ND/GS/305 (b)	240	Prs	AS PER TENDER
A1/7720-000024 Mouth Piece No 1 Bugle MKM-1	E/240 B (i)	86	Nos	
G1/5310-001647 Washer Spring Conical	IS:5370	1288	Nos	
H1 (c) 8125-000024 Jars Stone (8Ltr) 6.5 Kg	JSS 8125-62:2021 (S EED REV)	34	Nos	
J1/5110-000461 Handles Axes Pick Head Straight 915 MM	IS : 2892 -1980 & C QA (GS)/S5/70 (d)	4957	Nos	
G1/5310-001282, Washers Plain Copper 9.00 MM	IS:5370	78	Kg	

—

—

NOTE:- PLEASE SUBMITTED THE NABL AND TEST REPORT OF GOVERNMENT LABORATORY

ORTARY

6. **Technical Details.** As per para 5 above.

7. **Advance Sample.**

(a) 02 Nos of advance samples will be submitted to AHSP/Inspecting Authority Board of Officer days from issue of supply order/ AT. Bulk production will be undertaken only on clearance of advance agency.

(b) The testing of samples will be carried out the designated AHSP lab. When test facilities are not Govt. lab/ NABL accredited labs will be utilized and testing charges shall be borne by the vendor.

(c) Please note, in case vendor's advance sample submitted by the firm stand rejected twice, the order will be cancelled at firm's risk and cost.

8. **Delivery and Transportation.**

(a) **COD Kanpur** (Local delivery by **Road Transport** only.)

(b) **Multiple Consignee** At consignee locations mentioned in SO.

9. **Delivery Period Extension** In case of unforeseen circumstances and unescapable situations firm's contracted goods in given timeline may apply for Delivery period extension **45 days prior to the expiry of Delivery period** of period is at discretion of CFA sanctioning the supply order. Non adherence of given timeline will result in cancellation of order with Financial repercussions.

STANDARD CONDITIONS OF SUPPLY ORDER

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the contract mentioned below which will automatically be considered as a part of the contract concluded with the Bidder. Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of the Bidder.

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

2. **Effective Date of Contract** The contract shall come into effect on date of generation of Contract (hereinafter referred to as 'Contract') and shall remain valid until the completion of the obligations of the parties under the contract. The delivery and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be referred to arbitration. Any dispute, Disagreement or question arising out of or relating to the contract, which cannot be settled through arbitration. The standard clause of arbitration is as per Forms DPM-7, and DPM-9 (Available on Ministry of Defence website on request). Defence Secretary/ Additional Secretary/ CFA will be appointing authority for appointment of arbitrator in case of dispute.

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given offered directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in connection with the Supply Order/Contract. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf, with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him on his behalf, as defined in 'Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other law relating to the prevention of corruption shall entitle the Buyer to cancel the Supply Order/Contract and recover from the Seller the amount of loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking shall be final and binding on the seller. Any such act by the seller shall render the seller to such liability/ penalty as may be deemed proper, including but not limited to termination of the contract, imposition of penal damages to include forfeiture of advance payment and refund of any advance amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is not employing any individual or firm as agent, broker, sub-agent, or otherwise, to procure the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is found to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission, etc., the Seller shall be liable to pay the same to the Buyer.

n to such person, party, firm or institution, whether before or after signing of this contract, the Seller will be liable to the buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part or compensation to the Seller who shall in such an event be liable to refund all payments made by the buyer with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover all 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 paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information of financial documents/information.

7. **Non-Disclosure of supply Order Documents** Except with the written consent of the Buyer/contractor, the Seller shall not disclose the Supply Order or any provision, specification, plan, design, pattern, sample or information thereon.

8. **Liquidated Damages** In the event of the seller's failure to submit the Banks Guarantees, Documents/goods, conduct trials, install equipment, conduct training, etc as specified in this contract, the Buyer may withhold any payment until the completion of the contract. The Buyer may also deduct from the seller as agreed Liquidated Damages of **0.5%** of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay subject to the maximum value of the Liquidated Damages being not higher than **10%** of the total value of the contract.

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

- (a) When the supplier fails to honour any part of the contract including failure to deliver the contract on time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statements found to be indulging in unethical or unfair trade practices.
- (c) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier does not rectify the defects or offer items conforming to the contracted quality standards.
- (d) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract or any extension thereof granted by the Buyer.
- (e) If the Supplier becomes **bankrupt** or otherwise insolvent.
- (f) As per decision of the Arbitrator Tribunal.
- (g) When both parties mutually agree to terminate the contract.
- (h) Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.
- (j) The bank guarantee shall be liquidated, if seller fails to supply the store under clause 10.
- (k) Cancellation of SO at any stage as a result of unforeseen changes implemented by Govt/High Commission/Embassy of India or any item under procurement which render the existing requirements null and void will be at sole discretion of the Buyer.

10. **Notices** Any notice required or permitted by the supply order shall be written in the English language and shall be delivered personally or may be sent by FAX/ Mail 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 all or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract.

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

13. **Amendments.** No provision of present contract shall be changed or modified in any way (including

whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of the Buyer, which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **General.** Any change in any duty/tax upward/ downward as a result of any statutory change in place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid thereon. In case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Seller. All such adjustments shall include all relief's exemptions, rebates, concession etc. if any obtained.

(b) **Customs duty.** Not Applicable.

(c) **GST.**

(i) The bidder should submit the relevant schedule of applicable GST rate/copy of Government Order as approved by the GST council/relevant authorities.

(ii) Bidders should note that in case of any anomaly being noticed in the applicable GST rate, the buyer is empowered to modify or deduct a sum equivalent to such difference as arising from any of the seller outstanding bills against the contract or any other pending Govt Contract and such amount would be raised by them.

(iii) The Seller is also required to furnish to Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund (other than permissible) has been obtained in respect of the reimbursement of GST made to the Seller covered by relevant contract.

(ab) Certificate as to whether refunds have been obtained or applied for by them within the financial year after the annual Audit of their accounts also indicating details of such refund.

(ac) A certificate along with the final payment of the seller to the effect whether pending appeal/protest for refund of GST already reimbursed to the Seller by the Govt pending with the authorities and if, so, the nature, that amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Govt that any amount has been obtained by the Seller after obtaining reimbursed from the paying Authority and if the same is not paid by the Seller to the paying Authority giving details and particular of the transaction, the Buyer reserves full Authority to recover such amounts from the seller's outstanding bills against the contract or any other pending Govt contracts and that no dispute on this account would be raised by the Buyer.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be responsible for any account of fresh position and / or increase of any other tax/duties on raw materials and/or cost of the manufacture of the contracted stores taking during the pendency of the contract.

(d) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Govt Department against Govt Supply Order of town duty, octroi Duty, Terminal Tax and other levies of local bodies. The local Town/ Municipalities, however, provide for such Exemption only on production of such exemption certificate from Seller should ensure that stores ordered against supply orders placed by this office are exempt from Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties could be paid by the seller to avoid delay in supplies and possible demurrage charges. The receipt should be forwarded to the Buyer without delay together with a copy of the relevant act of the Municipality of the local body concerned to enable him to take up the question of refund where it is admissible under the said acts or rules.

SPECIAL CONDITIONS OF SUPPLY ORDER

The Bidder is required to give confirmation of their acceptance to special Conditions of the BID and will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder

1. **Performance Guarantee.**

(a) The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee in Private Sector Banks for a sum equal to **5%** of the contract value more than or equal to Rs 5 Lakhs with of contract. **Performance Bank Guarantee should be valid for 26 months i.e. 12 months of 12 months of warranty period. TDR/FDR furnished by the participants for 1 year should be submitted from respective bank failing which the FDR/TDR will not be considered.** The specimen of P 5 (available in MoD website) and can be provided on request.

(b) The BGs will be forwarded by the issuing Bank directly to COD Kanpur by Registered Post (A.

(c) Extension of PBG as per clause 1(a) above will be necessary for extension of DP.

2. **Option Clause.** The contract will have an Option Clause, wherein the buyer can exercise an option **50 %** of the original contracted quantity in accordance with the same terms & conditions of the present contract within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. The discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order clause, wherein the Buyer can order the items under the present contract within six months from the date of supply/successful completion of this contract on the same conditions remaining the same. The Bidder is to confirm acceptance of this of this clause. It will be entirely the option of the Buyer to place the Repeat order or not. Option Clause and/ or Repeat order clause may be exercised more than once but the orders do not exceed 50% of the original ordered quantity.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from the commencement of the contract, buyer reserves the right to **50 % increase or decrease** the quantity of the required goods.

t any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quar sed or decreased by the buyer within the tolerance limit.

5. **Payment Terms.** The Payment will be made on production of inspection note, proof of disj he copy of the Bank Guarantee and against Consignee's provisional receipt.

6. **Payment Terms for Foreign Sellers.** Not Applicable.

7. **Advance Payment.** No Advance payment (s) will be made.

8. **Paying Authority.** **Area Account Office (CC) 10 Wheeler Barrack Road Kanpur Cantt.**

(a) Head of Account for **Major Head : 2076/110(C)/ 416/02**

(b) CFA for this Contract **Commandant, COD Kanpur**

(c) Schedule of Powers **-ASP -2021, Schedule -4 (Ser. No 4.1) of DFPDS - 2021 applicable f**

(d) The Payment of bills will be made on submission of the following documents by the Sellers to the

(i) An Ink-signed copy of Commercial invoice/ Seller's bill.

(ii) A copy of Supply Order/Contract with U.O number and date of IFA's Concurrence, whe on of powers.

(iii) CRVs in duplicate.

(iv) Inspection Note

(v) Claim or statutory and other levies to be supported with requisite document s Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EF ominal roll of beneficiaries etc as applicable.

(vi) Exemption Certificate for Excise duty/Customs duty if applicable.

(vii) Bank Guarantee for advance, if applicable.

(viii) Guarantee/ Warranty certificate.

(ix) Performance bank Guarantee/ Indemnity bond, where applicable.

(x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concu der delegation of powers indicating whether extension is with or without LD. (if applicable)

(xi) Details for electronic payment viz Account holders name, Bank Name, Branch N t type, Account Number IFS Code, MICR Code (If these details are not incorporated in Supply orde

(xii) Any other document /certificate that may be provided for in the supply order/ C

(xiii) User Acceptance.

(xiv) Xerox copy of PBG.

9. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:

(a) The price charged for the stores supplied under the contract by the Seller shall in no event be less than the price which the seller sells the stores or offer to sell stores of identical description to any persons/Organization or any department of the Central government or any department of state government or any statutory body or state government as the case may be during the period till performance of all supply Orders placed under the contract is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell stores to any organization including the Buyer or any Depot, of central Govt, or any Department of the State Government or any statutory body or the Central or state Government as the case may be at a price lower than the price charged under the contract he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies * Disallowance under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Sellers shall furnish the following certificate to the Paying Authority along with each bill for payment against the Supply Order/Contract - "We certify that there has been no reduction in sale price of stores of identical to the stores supplied to the Government under the contract herein and such stores have not been sold or offered to any person/organization including the purchaser or any department of Central Government or any department of the Central or state Governments as the case may be during the period of completion of supplies against all supply orders placed during the currency of the Supply Order/Contract at the price charged to the government under the Supply Order/Contract.

10. **Risk & Expense Clause:**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract, or if defective delivery is made in respect of the stores or any installment thereof, the buyer shall have 5 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as provided in the contract, to declare the contract as cancelled either wholly or to the extent of such defaults.

(b) Should the stores or any installment thereof not perform in accordance with the specifications given by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty to resort to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such defaults.

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from any source in the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Buyer. The amount recoverable shall not exceed 100% of the difference of the value of the contracts.

11. **Force Majeure Clause.**

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

(b) In such circumstances the time stipulated for the performance of obligations under the present contract shall be correspondingly for the same 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 shall notify in written form the other party of the beginning and cessation of the above circumstances immediately, but not later than 10 (Ten) days from the moment of their beginning.

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

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

12. **Specification.** The Seller Guarantees to meet the specifications as specified in Contract.

13. **Earliest Acceptable Year of Manufacture.** Manufacturing date should not be older than the year 2018.

14. **Packing and Marking.** The following packing and Marking clause will form part of the contract for the goods to be supplied:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contra the claims of said item or as directed by AHSP/DGQA to ensure their safety against damage in the conditions of international transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.

(b) The packing of the equipment and spares/goods shall conform to the requirement of specifications specified by AHSP.

(c) The Seller shall mark each package in English language as follows:-

- (i) Part No/ Nomenclature
- (ii) Contract No.
- (iii) Consignee.
- (iv) Ultimate consignee.

- (v) Seller.....
- (vi) Package No.
- (vii) Gross/Net weight.
- (viii) Overall dimensions/volume.
- (ix) The Seller's marking.
- (x) I/ NoteNo & Date.
- (xi) Shelflife.....

(d) If necessary, each package shall be marked with warning inscriptions: , " Do not turn over", c

(e) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide otects the equipment and spares/goods from the damage of deterioration during transportation by lar the Buyer shall finalize the marking with the Seller.

(f) Store shall be marked legibly and indelibly with last AT number and date and firms unique lo pulated marking in the governing specification.

15. **Quality.** The quality of the stores delivered according to the present Contract shall correspo ions and standards valid for the deliveries of the same stores as per specifications enumerated as per

16. **Quality Assurance.** On receipt of Contract/Supply order the quality Assurance Process compr ever/wherever applicable):-

- (a) Assessment of Firm's preparedness to execute the order.
- (b) Visual Inspection, sampling, Lab testing verdicting, packing and confirmation followed by issi
- (c) Quality Audit (both product & process) and surveillance.
- (d) Surprise check, vigilance checks and consignee end checks.
- (e) Periodical monitoring of product both in storage and exploitation.
- (f) Addressing defect report, measures and fixing accountability.
- (g) Collecting, collating presenting & inferring the feedback data for specification amendments a
- (h) Working out quality rating and supply rating to access the feasibility of self-certification. Issu Notes to facilitate the manufacturer to enhance process efficiency and flow between the processes (L

17. **Quality Assurance Officer/Quality Assurance Authority.**

11. Quality Assurance Officer/Quality Assurance Authority.

Authority: COD KANPUR

QA Officer : BOARD OF OFFICER

(c) Place of Inspection COD Kanpur at Concerned Sub Depot.

(d) **Pre Inspection Clause.** Manufacture/Contractor must satisfy them that the stores are in s of the contract and fully conform to the required specification by carrying out through pre-inspection y tendering the same for inspection to the Quality Assurance Officer nominated under the terms of co e contractor that necessary pre-inspection has been carried out in the stores tendered will be submitt The declaration will also indicate the method followed in carrying out pre-inspection on showing the fi d will have the test Certificate attached to the challan/declaration. If the Quality Assurance Officer fin he consignment as required above has not been carried out the consignment is liable for rejection.

(e). **Test Protocol.** The contractor shall supply the test protocol, which shall include list of the hod of carrying out the tests and the AQL for each parameter, as followed in their plant, for the item c by the Quality Assurance Officer or the Quality Assurance Authority stipulated in the contract, the cor ee of cost, the reference and working standards required for testing the item, in accordance with the and by the Quality Assurance Officer/ Quality Assurance Authority.

(f) **Quality Audit.** The contractor shall permit the Quality Assurance Officer/Quality Assuran tract or his authorized representative to inspect his manufacturing premises, manufacturing and qual other relevant records connected with the goods offered, either during the process of manufacture or ring the normal working hours of the factor. If, during the above said inspection , it is found that the g not been manufactured in accordance with the master formula or the standard operating proced nsignment is liable to be rejected.

(g) **Condition of Acceptance.** If on examination of any sample from any portion of the lot offe terial is found to be not in accordance with the specification/particulars governing supply quoted in th with the terms and condition of the contract, the whole supply will be rejected.

(h) **Consignee Right of Rejection.** Consignee shall have right to reject the consignment of n 60 days after actual delivery of the consignment, if the consignment is not in accordance with the te ontract, whether on account of loss, deterioration of damage at the time of receipt or if the goods do ark of the Quality Assurance Officer as per the facsimile given on the consignee's copy of the Inspecti

(j). **Testing of Basic Material Clause.** Wherever, it is not possible to extract test basic materi testing supplier shall get tested and approved the basic material by Quality Assurance Office rity prior to fabrication/manufacture of made up store.

(k). **Special Note.**

(i) The store offered should not have been manufactured before two months (for items

e date of offering to Defence.

(ii) The firm while quoting against Tender Enquiry should indicate the Registrar and/or letter No and date vide which they have been registered with DGQA.

18. **Reference Samples.** SQAE (GS) concerned shall draw four reference samples from the 1st acceptance, one each for AHSP & SQAE (GS). These reference samples will be marked and sealed as reference sample tampering & it will be mentioned on the tag that the reference sample shall be used for make, shape workman or reference samples for the consignee will be put in package No. 1 & the same will be mentioning on the Insp (GS) concerned shall forward the reference samples to AHSP through courier/any other suitable method.

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

(a) **In the case of Acceptance of Goods.** "The fact that the goods have been inspected after passed by the Quality Assurance Officer will not have effect of the contract alive. The goods are being released to the rights of the Buyer under the terms and conditions of the contract/Supply Order".

(b) **In the case of Rejection of Goods.** "The fact that the goods have been inspected after rejected by the Quality Assurance Officer will not bind the Buyer in any manner. The goods are being released to the rights of the buyer under the terms and conditions of the contract/Supply Order".

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

(a) The claims may be presented either:

(i) On quantity of the stores, where the Quantity does not correspond to the quantity shown in receipt in packing or

(ii) On quality of 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 receipt and acceptance of goods.

(c) The quality claims for deficiency of quality noticed during the inspection shall be presented within 45 days of inspection of goods and acceptance of goods. Quality claims shall be presented for defects or deficiencies during warranty period earliest but not later than 45 days after expiry of the guarantee period.

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will respond within 5 days from the date of receipt of the claim at the Seller's office, subject to acceptance of the claim. If the claim is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Bidder and replace or repaired 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 Bidder. The claim amount by Seller through demand draft drawn on an Indian bank, in favour of Principal Contractor.

Accounts concerned.

(g) The quality claims will be raised solely by the buyer and without any certification/countersignature.

21. **Warranty.** Except as otherwise provided in the invitation tender, the seller hereby declares that the goods sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects in accordance with the specification and particular contained/mentioned in contract. The seller hereby guarantees that the goods/stores/articles and its allied accessories would continue to confirm to the description and quality aforesaid from the date of delivery of the said goods/Stores/articles to the buyer or **15 months from the date of completion of the seller's works** whichever is earlier and that notwithstanding the fact that the Buyer may have inspected the said goods/stores/articles, if during the aforesaid period of 12/15 months, the said goods/stores/articles be discovered to be defective, not giving satisfactory performance or have deteriorated, the seller has to rectify the same. The decision of the Buyer in that behalf shall be final and binding on the seller. The defects have to be addressed within the specified period, or such specified period as may be allowed by the buyer in his discretion otherwise the Seller shall pay compensation as may arise by reason of the breach of the warranty therein contained.

22. **Correctness of the Quality and Quantity.** On receipt of stores at consignees' premises, the stores are to be examined for correctness of quality. Quantity and documents. In case the stores are found deficient in any way, the Buyer has the right to reject the stores even if these were inspected and cleared by the quality assurance officer.

23. **Acceptance of Short Deliveries.** The Buyer may also accept short supplies on firm's request, if the shortage does not exceed 5 % of the total original value of contract.

-

24. **Rectification Clause.** In the event a store is given back to the manufacturer for rectification of defects, the seller will ensure that the defects are attended immediately without loss of time, so that stores can be re-inspected and cleared. The manufacturer would not be entitled to dispose off that store, which is given for rectification but with the permission of the Quality Assurance Officer.

25. **Shelf Life.** The seller will provide the shelf life of item under procurement duly certified by the manufacturer.

-

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 technical requirements of the BID, both technically and commercially.

(b) In respect of Two-Bid System, the technical Bids forwarded by the Bidders will be evaluated on the basis of the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical specifications will be checked on the basis of the parameters specified in the Bid. The price bids of only those bidders will be opened who would clear the technical evaluation.

(c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the terms and conditions of the BID. The consideration of taxes and duties in process will be as follows.

(d) In cases where only indigenous Bidders are competing, L1 bidder will be determined by excluding taxes levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi / Entry taxes quoted by bidders. 16 / 22

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price by the quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the words will prevail for calculation of price.

(f) The lowest Acceptable Bid will be considered further for placement contract/Supply order after final price negotiations as decided by Buyer. The Buyer will have the right to award contracts to different bidders in particular items.

2. **All stores will be fitted with RFID tag containing following information.**

- (a) **Material No & Nomenclature**
- (b) **Supply Order No & dt.**
- (c) **Suppliers Information.**
 - (i) **Firm Name**
 - (ii) **Contact Number**
 - (iii) **Address**
- (d) **Date of Manufacture.**
- (e) **Expiry date**
- (f) **Shelf Life**
- (g) **Unit Cost**
- (h) **GST Applicable**
- (j) **Date of Sample inspection clearance**
- (k) **Date of bulk store passed by concerned inspection agency**

14. **Ration Item ATCs**

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charge on the total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charge on the total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

15. **Sample Clause**

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per lot) comparing the lot received at consignee end with such reference sample. Such reference samples will be taken from the lot and cost shall be borne by the Buyer.

16. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office and provide after sales service support in India. The certificate to this effect should be submitted.

17. **Ration Item ATCs**

Inspection and Quality Check of Goods (Analysis, Verdict and appeal) Samples drawn by the inspecting officer are known as Acceptance samples. Verdict shall be issued by CFL concerned on the basis of analytical report. Sample. No additional time for tendering of stocks shall be given to the suppliers in case of rejection of stock issued after DP / Extended DP.

(a). In the case of rejection of stores by the Inspecting Officer the SELLER will be at liberty to prefer an appeal against his sample (Sample No.2) within fourteen days from the date of issue of verdict by CFL concerned for test to ST-7/8, DGST, QMG's Branch, IHQ of MoD (Army), P-11 Havlock Lines, Lucknow Road, Lucknow, in duplicate under advice to the BUYER and the Composite Food Laboratory concerned. Failing which, the appeal will not be entertained and the consignment will be deemed to have been rejected finally.

(b). Appeal sample will be preferred by the vendor at own risk and cost. No additional time will be offered or offset delays occurred in normal course for conduct of Appeal Board and no representation on ibid account will be considered.

18. **Ration Item ATCs**

Shelf Life The supplier shall declare the shelf life/best before use for a minimum period equal to the warrant shelf life for the item. The item should be of the latest manufacture, conforming to the current production standards and defined life at the time of delivery.

19. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Laboratory. The Certificate will be the Sole Criteria for Acceptance of the Item.

20. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 5% at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 5% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity ordered after the last date of original delivery order and in cases where option clause is exercised during the extended delivery period shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increase in Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is 30 days or less, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery period while exercising the option clause. Bidders must comply with these terms.

21. **Ration Item ATCs**

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be accepted. The items will be supplied by the successful bidder in its original packing material and the packing material will be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be accepted. The items should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

22. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot confirming payment of GST.

23. **Inspection**

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

24. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet shall be provided along with the material.

25. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazardous material, date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the container.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and any modification thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regardless of the fact that such clause(s) is / are not in line with the extant Order / Office Memorandum issued by the Government of India and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bid process. Notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by the Government of India in regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant Order / Office Memorandum issued by the Government of India to sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category based bid.
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 [attach](#) samples are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying Indian Standards 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 terms and conditions in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, under Additional Terms and Conditions by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions in the bid or other document. If buyer needs more items along with the main item, the same must be added through bunching of items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must be added in the bid or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this representation against the same by using the Representation window provided in the bid details field in Seller dashboard, the seller must raise the same within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be liable if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts, which are not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1947, The Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance shall be treated as breach of contract and Buyer may take suitable actions as per GeM Contract Terms and Conditions.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share 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 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 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 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---