

Bid Number: GEM/2020/B/712297

Dated: 15-07-2020

Bid Document

Bid Document			
Bid Details			
Bid End Date/Time	25-07-2020 21:00:00		
Bid Opening Date/Time	25-07-2020 21:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	60 (Days)		
Ministry/State Name	Ministry Of Defence		
Department Name	Department Of Defence		
Organisation Name	Indian Air Force		
Office Name	******		
Total Quantity	500		
Item Category	synthetic web equipment improved version		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Years of Experience and Turnover	No		
Bid to RA enabled	No		
Inspection Required	No		
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EMD Detail

Required	No

ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

Synthetic Web Equipment Improved Version (500 pieces)

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Specification & Description	Description of Item	Belt Waist(Spares for Synthetic Web Equipment-Improved Version) Conforming to Specification No. DMSRDE/T&GS/99 /440(a)	*
	Availability of Specification No DMSR DE/T&GS/99/440(a)	Directorate of Standardization, Department of Defence Production and Supplies, Ministry of Defence, H Block, Nirman Bhawan, New Delhi- 110011.	*
	URL for Drawings for Pouches Ammunition (BSF Style)	http://dgserver.dgsnd.g ov.in/rc/49121500.pdf	*
	Drawings seen and understood	Yes	*
Disruptive pattern and colour	Design of the disruptive pattern and colour /shade , including Spares/Components shall be as per Buyers requirement.	Yes	Yes, Dyed Black for NSG
Test Report	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	Yes	Yes, No
	Name of lab	-	*
	Address of The Lab	-	*
	Test Report No	-	*
	Test Report Date	-	*
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes	*
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before	Yes	Yes, No, Not Applicable

commencement of	
supply	

^{*} Specifications highlighted in bold are the Golden Parameters.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	. Consignee/Reporti	Address	Quantity	Delivery Days
1	******	*******BAREILLY	500	30

Special terms and conditions for category synthetic web equipment improved version

1. After award of contract, if required by buyer, Seller shall have to get Advance Sample approved from Buyer before manufacturing / starting Bulk Supplies.

Bid Specific Additional Terms and Conditions

- 1. **Warranty** The following Warranty clause will form part of the contract placed on successful Bidder:-
 - (a) The Seller warrants that the goods supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India (the warranty period of the item is as given in the Defence Food Specification attached from the date of acceptance of stores).
 - (b) The Seller warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food Specification attached) from the date of acceptance of stores, that the goods/ stores supplied under the contract shall be free from all types of defects.
 - (c) Once the stocks are accepted by the verdict of CFL/ FIU, stocks are dispatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, the supplier will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.
 - (d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as "Failed to Perform within Warranty Period". In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), in New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as

^{*} Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

specified in the succeeding paras within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been made without committing Govt in any way nor will such decision prejudice the Govt rights. (e) Claims shall be prepared by the supply depots for the cost of affected quantity including GST and all incidental charges including transportation charges if any, and other incidental charges if any through CDP (APO). The stocks shall be segregated at the supply depot. The supplier is given two options in this eventuality. Option 1- Supplierwill make good the loss amounting the claim prepared by the concerned supply depot by depositing the money to PCDA (Delhi) within 30 days of intimation sent by APO to the supplier and supplier shall lift the stock (only once supplier has made the payment to PCDA(Delhi)) from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a board of officers. It shall be the sole responsibility of the supplier to lift such stocks declared failed to perform within warranty in the stipulated time. Option 2- the Seller shall replace the same free of charge, within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which the stores will be destroyed in situ at SELLER's risk and cost by a station board of officers. No DP extensions for the purpose is required and consequently the firm will have to furnish a fresh validity of PBG submitted, at APO. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. The supplier will transport fit stocks to the supply depot where the affected stocks are held by his own cost and expense. (f) The seller will intimate the buyer within 10 days of intimation dispatched by APO wrt the defect in such an event, the option he is willing to adopt along with the documents as under

- (i) If the seller is willing for option 1, the intimation letter will also accompany the proof of the deposition of the claimable amount at PCDA Delhi.
- (ii) If the seller is willing for option 2, the intimation letter will include the extension of the PBG for a corresponding period as per the warranty period mentioned in the DFS.
- (g) In case, the seller fails to make good the loss or replace the affected stocks as desired, after the stipulated time period of 45 days, such stocks will be destroyed insitu. Appropriate legal action will be initiated against the supplier there after. Supplier cannot claim on the destruction of such stocks irrespective of the outcome of the legal action.
- (h) Such stocks which are stored in forward depots/ units from where it cannot be retrieved for handing over to suppliers shall be destroyed by board of officers.
- (j) The declaration by the Buyer or any officer acting on his behalf communicated to the SUPPLIER in writing that a particular consignment has been condemned will be taken by the SUPPLIER as the conclusive evidence of the proper communication of that consignment provided that such communication is issued by the Buyer within 45 days of the expiry of the warranty period. Nothing herein contain shall prejudice any other right of the BUYER in that behalf under this contract or otherwise.
- (k) Warranty in case of any preponement of supplies at the request of the supplier will be valid as per the original Delivery Period. A confirmation for the same will be issued in writing by the supplier.
- (I) The Supplier will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by the Buyer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay the remaining balance due to the government on demand. In respect of contracts providing for an execution by the Supplier of guarantee regarding maintenance of the wholesomeness of stores supplied, the performance security deposit or such portion thereof as may be decided by the Buyer may be withheld till the expiry of the warranty period relating to final supplies.
- 2. Scope of supply (Bid price to include all cost components): Only supply of Goods

- 3. After award of contract Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 1 samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 10 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample - the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.
- 4. For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

This Bid is also governed by the General Terms and Conditions

---Thank You---