

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-09-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-09-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Munitions India Limited
कार्यालय का नाम / Office Name	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : itc.afk@munitionsindia.in Buyer Email id: afkpv4@ord.gov.in
कुल मात्रा / Total Quantity	420
वस्तु श्रेणी / Item Category	CCJ PRIMARY BREECH (EMPTY ASSY) TO DRG. NO. ARDE 2193 DET. NO. 1 DTD. 01 DEC 94 FOR JAGUAR A/C
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	C.C.J PRIMARY BREECH (EMPTY ASSY) TO DRG. NO. ARDE 2193 DET. NO. 1 DTD. 01 DEC 94 FOR JAGUAR A/C
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Poly Carbonate Shield (MHA) (V2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

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

binding on the seller.

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

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

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

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

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

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

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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

CCJ PRIMARY BREECH (EMPTY ASSY) TO DRG. NO. ARDE 2193 DET. NO. 1 DTD. 01 DEC 94 FOR JAGUAR A/C (420 set)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****PUNE CITY	420	90

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

1. 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.

2. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3. Certificates

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

4. Certificates

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

5. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

CHIEF GENERAL MANAGER, AMMUNITION FACTORY KHADKI, A UNIT OF MIL
payable at
PUNE

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sr. No	CLAUSE	DESCRIPTION
1.	Nomenclature of Item	CCJ PRIMARY BREECH (EMPTY ASSY) TO DRG. NO. ARDE 2193 DET. NO. 1 DTD. 01 DEC 94 FOR JAGUAR A/C
2.	Delivery	Total delivery period 90 days including raw material clearance.
3.	Option clause	50% of the order quantity
4.	Type of tender	Open Tender Enquiry
5.	Pre-qualification criteria/ Eligibility criteria:	a) The registered vendors (with MIL group of factories/ erstwhile OFB) for the subject item on the date of tender opening can participate in this OTE. b) Firms which are established but not registered for the subject item have to apply for registration by submitting VRR form duly filled along with requisite documents on email of QATC i.e. afkgatc@ord.gov.in and pay registration fee as per Annexure 'A' before tender opening date. VRR form & Annexure 'A' is uploaded in ATC. Firm can contact QATC section at <u>020-25922540/2562</u> for any query with respect to offline registration. c) If the vendor is established but not registered for the subject item, it will be essential for the vendor to apply for the registration as mentioned above before tender opening date and get registered for the subject item before price bid opening, else their offer will be disqualified, vendor being unregistered for the subject item. d) The firm having any pending supply order for subject item or failed to execute any order, those firms shall not be allowed to participate in instant tender. e) Firms which are debarred for the subject item are not eligible for participation in instant tender. Offers of the firms other than the eligible firms if received will be summarily rejected.
6.	Payment Terms	100% Payment on delivery and acceptance of material at factory premises can be accepted. In such cases, the payment will be released within 30 days only after receipt of following documents from the supplier : (i) Tax Invoice (ii) Bank Mandate form & Cancelled Cheque (iii) Hard copy of Performance Security Deposit

7.	Inspection Authority & Type	Inspection officer : Authorized Representatives of CGM/AFK Place of Inspection : at AFK Premises
8.	Tender Fee	NIL
9.	Mode of Delivery	F.O.R. : AFK Pune Premises
10.	Pre-contract Integrity Pact	Not Applicable being case value more than ₹5 Crore.
11.	Distribution of Tender Quantity	60:40%- (L1:L2) GeM conditions will prevail for Qty . distribution. In case of 60:40 between L1 & L2, on denial of L1 rate by L2 firm, the quantity of L2 will be offered to L3, L4, L5, firms sequentially. In case of denial by L2,L3, L4....., the fully quantity shall be loaded on L1 firm subject to L1 firm has quoted for the full qty. (As per MILSPM-2023 Clause 2.37.b) Counter offer will be given to all firms in one go however Qty. distribution should be as per above format.
12.	Raw Material Self Certification	It is mandatory for all firms to send the Raw Material Self Certificate as per drawings of subject item to the QCMAT Official Mail (afkqamat@ord.gov.in) prior to dispatching the bulk. Failure to do so may result in AFK rejecting the bulk without further notice. The firm is required to provide all testing reports for the raw materials from NABL Accredited used in the production either along with the bulk supply or maximum within 07 days after receiving the bulk at AFK. In the event that all the testing reports not received, AFK reserves the right to reject the material without any additional notifications In addition to testing reports, firm has to provide procurement details of raw material.
13.	Final product Self Inspection certificate	It is mandatory for firm to submit Final product Self Inspection certificate stating that 100% quantity supplied as per Supply order is self-inspected by firm's Quality inspector and found acceptable as per relevant Specification / Drawing / QAP to QCMAT Official Mail (afkqamat@ord.gov.in) prior to dispatching the bulk.

14.	QAP Clause	Firm should submit draft QAP (Quality Assurance Plan) along with Gauge Schedules and get it approved from Inspection Authority before commencement of bulk production within 15 days of placement of Supply Order. * If the firm has already submitted QAP earlier for the subject item the same can be considered by Inspection Authority.
15.	PV Clause	Not Applicable. Rate shall be firm and fixed
16.	Performance Security Deposit(PSD)	Applicable @ 05% of contract value (inclusive all), if the contract value exceeds ₹ 05 lakh (as per latest guidelines of MILSPM 2023). Performance Security Deposit may be furnished in the form of Account payee Demand Draft/Banker cheque, Fixed Deposit Receipt, Insurance Surety Bond from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. It should be drawn in the favour of Chief General Manager, Ammunition Factory, Khadki, Pune 411003 (Unit of Munitions India Ltd) in case of factory. A model format of bank Guarantee for obtaining Performance Security Deposit is provided Annexure-20. Indemnity Bonds may be accepted as Performance Security Deposit from Central/State PSUs. At the request of the Supplier, PSD can be deducted (i) EMD or (ii) pending bills of the contractor, if any against other contracts. Under exceptional circumstances (for which reasons to be recorded and approved by same CFA who has approved the contracts), the PSD can be deducted from the first bill against the existing contracts. Any interest occurred in FDR submitted as PSD by the vendors shall remain in their account. After award of contract, Successful Bidder has to submit the PSD generally within 30 days. PSD should be valid for 14 months from the date of supply of last accepted quantity.

17.	Guarantee/Warranty Clause	(a) All the Stores supplied shall be warranted against any defect in material, Workmanship, defective design, materials and non-conformance to intended performance, manufacturing defects, or dimension etc. 12 calendar months from the date of receipt and final acceptance of supply in Buyer's place / buyer's designated place, whichever is earlier. (b) The seller cannot absolve their responsibility for warranty of material even though it is inspected & approved by Inspection authority. (c) In case of defective Stores which need to be re-exported for repairs to the manufacturer's works, To & Fro freight, insurance charges & custom duty for replacement have to be borne by the seller. (d) During warranty period any equipment or component thereof supplied by the seller, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the seller will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to Buyer. (e) In the event Buyer desires to have extension of Warranty period beyond the stipulated period, as above, the seller shall quote for the same (on monthly basis) for the period of such extension. (f) If the defects intimated during the Warranty period are not remedied within a reasonable / stipulated time, the Buyer may proceed to rectify the defects at the seller's risk and cost, but without prejudice to any other rights which the Buyer may have against the Seller in respect of the failure of the Seller to remedy such defects. (g) In the event of Seller's failure to attend the Warranty defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Buyer. The Buyer's decision shall be final and binding on Seller in this regard. (h) All packing, forwarding, insurance and delivery charges arising against this would be borne by the Seller. The guarantee period would be extended by equivalent period for which the material is not available for the repaired parts, which were repaired & replaced during the Warranty period. The Warranty is subject to proper preservation, maintenance, storage, handling and usage of equipment by Buyer & Buyer's customer and does not covers repairs carried out without the prior consent of the seller / seller rep.
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18.	Liquidated Damages (LD):	The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract, and delivery must be completed not later than the dates specified therein. Should the Seller fail to deliver the material to our premises or any consignment thereof within the period prescribed for such delivery, Buyer shall be entitled to recover from the Seller agreed liquidated damages, and not by way of penalty a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. The LD will be charged on the basic cost excluding taxes and duties. Imposition, recovery or settlement of this LD shall not affect Buyer's right to performance, compensation and termination of the agreement. Liquidated Damages in contracts with Price Variation formula shall be levied on the price as varied by the operation of the Price Variation clause.
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19.	Extension of Delivery Period	a) If the supplier is unable to complete the supply within the stipulated delivery period (including 30 days after issue of I-Note, in case of inspection at firm's premises), the supplier is required to request for extension of delivery period. If the contractual delivery schedule is decided to be extended then the same may be done by issuing an amendment to the contract with suitable denial clauses and right to impose liquidated damages for delay. The liquidated damages shall apply from the contracted delivery period. The amendment letter should mention, inter alia that, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply; at the same time, if for any reason, whatsoever the cost of the goods to be supplied/ services to be performed by the supplier decreases that benefit it shall be passed on to the purchaser. Supplier's unconditional acceptance of the amendment by a specified date is to be watched and if the supplier does not agree to accept the amendment letter, further action is to be taken against the supplier in terms of the contract. If the last day of delivery period falls on a holiday, DP should automatically be extended to include next working day. b) When there is downward trend in prices, advantage of the same should be taken while considering the request for extension of the delivery period in consultation with finance as given below:- i) Where the total cost differential on account of lower trend observed is less than the Liquidated Damages Leviable (if the delay is attributable to the supplier), the delivery period may be extended with application of Liquidated Damages. ii) If the total cost differential on account of lower trend is more than the Liquidated Damage leviable (if the delay is attributable to the supplier), the lower price should be counter offered to the firm. If the firm accepts the counter offer, the delivery period shall be extended at lower price without Liquidated Damages. If the firm does not accept the lower price, the contract may be cancelled/short closed and appropriate action be taken to re-purchase the stores on priority keeping in view the requirement.
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20.

Risk and Expense Purchase

- a) Risk and expense purchase clause may be included in the TE and the contract, if considered necessary. Risk and Expense purchase clause is provided to safeguard against the eventuality of the supplier failing to honour the contract obligations. While initiating risk purchase at the cost & expense of the supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate & proper notice to discharge his obligations. When risk purchase clause is invoked the defaulting supplier is liable to pay the additional amount incurred by the Government, if any, in procuring the said contracted goods/ services through a fresh contract (i.e. additional cost if any incurred as compared with the amount contracted with him). Factors like method of recovering such amount should also be considered while taking a decision to invoke the provision for risk purchase.
- b) Risk purchase at the cost and expense of the supplier may not always be a practical proposition as it may not be feasible to enforce recovery without legal action. In proprietary/ single known source items where it would not be possible to procure the item from any other alternate source, the contract should necessarily have other forms of safe guards like Performance Bank Guarantee instead of the risk purchase clause. Similarly in case of foreign contracts also, risk and expense clause is generally not feasible. The other remedies available to the purchaser in the absence of the Risk and Expense Clause are:
 - (i) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier.
 - (ii) Avoid issue of further TEs to the firm till resolution of the discrepancy.
 - (iii) Obtain suitable Performance Bank Guarantee
 - (iv) In import contracts, finally approach the Government of the supplier's country through the Ministry of Defence, if needed.

21.	Ground Rent	If the material supplied by the vendors is rejected at the factory premises, the vendor is required to lift the rejected material within 30 days of issue of rejection I-Note. The factories under MIL have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working days time to the firm. A specific provision should be made in the tender documents to the effect that ground rent be calculated from the date of expiry of the period of removal of item. No ground rent should be charged from Central/State Govt/Central PSUs. When the firm fails to pay the applicable ground rent within the prescribed period, factory is entitled to recover the ground rent due and all incidental expenses from EMD/PSD.
22.	Tolerance	Applicable at (- 5%) [As there is no provision in GeM for excess Qty.]

23.	Special Terms and Conditions	a) The seller must submit the pre-inspection and raw material test reports from NABL Accredited Laboratories. b) Participating firm is required to comply with all terms and conditions of tender enquiry. If firm is deviating from additional terms and conditions attached by buyer then such offers shall liable to be rejected. c) Drawings will be forwarded through mail to the firms on receipt of filled Non-disclosure agreement on email : afkpv4@ord.gov.in d) Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, also participation of same seller may not considered in next upcoming tenders also (by Relevant TPC) if: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of creditors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller. e) AFK reserve's right to carry out process audit/ detect investigation of vendor and its sub-vendors, if felt necessary due to quality issues.
24.	Unloading	Unloading at store will be under the scope of AFK
25.	GST	a) Firm may assure Buyers GST No. (AFK, Pune- 411003)-27AAOCM8781H2ZP b) Bidders are advised to check applicable GST % on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %. c) GST applicable to the offered product.

26.	Arbitration	Yes as per MILSPM 2023 Clause No. 7.41- a) A tender being issued to Indian private firms should have an arbitration clause as per the Arbitration and Conciliation (Amendment), Act 2015 No. 3 of 2016 published vide the Gazette of India Notification dated 01-01-2016 Amendment. b) All the arbitration should be completed and settled as per timelines given in the Act. c) A tender being issued to Indian Private Firms/Vendors should have an arbitration clause stating the following: “All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD, Munitions India Ltd with the mutual consent of the parties. The Arbitrator so appointed shall be an officer of MIL (with mutual consent) who had not dealt with matter to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of Sole Arbitrator shall be final and binding on the parties.”
27.	Clarifications in Drawings	Clarifications, if any, in the drawings to be sought within 10 days of placement of Supply Order. Practice of seeking clarification in the later stages is to be discouraged.
28.	All Other Terms and Conditions	All other standard clause as per provision of MIL Store Procurement Manual-2023 are applicable. The manual can be referred from website>> https://munitionsindia.in >OUR UNITS>AMMUNITION FACTORY KHADKI>About Us>Reference>MILSPM.
29.	Quoted for	at least 50% of tender quantity
30.	Store Offered	as per TE Specifications
31.	Jurisdiction Clause	All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits whose jurisdiction the place from which the Acceptance of Tender is issued, is situated.

32.	Access to Books of Accounts	In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.
33.	Anti- Cartel Formation Clause	Cartel formation or quoting of pool rates or quoting in collusion is against the basic principle of competitive bidding and shall attract penal and punitive measures; including suspension/banning of such Bidders for a specific period.
34.	Agents/Agency Commission Clause	Non Violation of Standard Clause in the contract of agent/agency commissions
35.	Nondisclosure of Contract documents	Except with the written consent of the Buyer/Bidder, the other Party shall not disclose the TE or consequent Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
36.	Bribes Clause	The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
37.	Classified /Confidentiality Clause	The Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees. Unless otherwise specified herein, neither Party or any of their affiliated companies shall make any news release, public announcement, advertisement, denial or confirmation, disclose of some or any part of this Contract or transactions contemplated under this Agreement to any third party without the prior consent of the other Party.
38.	Intellectual Property Right Clause	If any Patent design, trademark, copyright or any other intellectual property rights apply to the delivery or accompanying documentation, Buyer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license.

39.	Force Majeure Clause	Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and which is not foreseeable. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to an event of Force Majeure (civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective governments or any other causes beyond the control of either parties) occurring after conclusion of the contract, then the supplier shall not be held responsible for such delays/ failures.
40.	Immunity to Govt. of India Clause	It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contract solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder.
41.	Termination Clause	Buyer reserves the right to cancel the order with 15 days notice without any financial liability in the event when the item offered by the Seller repeatedly fails in the inspection and/or the Seller is not in position to either rectify the defects or offer items conforming to the contracted quality standards or when the Seller fails to honour any part of the contract including failure to deliver the contracted stores/ render services in time.
42.	Appropriation Clause	Whenever under this contract any sum of money is due or recoverable from Seller or payable by the Seller, Buyer shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter.
43.	Product Liability Clause	The Product Civil Liability on the product, for any loss arising in course of its utilization, for which Buyer may be held legally responsible, is the responsibility of Seller. Buyer will not be responsible for the payment of any premium for this policy.
44.	Indemnity against Patent Rights	The Seller shall at all times protect, indemnify and save/keep harmless the Buyer, its successors, assigns, any claim made by a third party against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, arising out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect of the stores covered by the order.

45.	Amendment & Waiver Clause	Any amendment to Purchase Orders / Contracts would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto.
46.	Exit Criteria Clause	In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated.
47.	Insolvency Clause	If the Seller enters into liquidation, whether compulsory or voluntary or becomes insolvent or Suffers a receiver of the whole or part of this asset to be appointed, i) Shall forthwith notify the same to Buyer and the Buyer shall have the right without prejudice to his other rights or remedies to terminate the unexecuted part of this contract and ii) In such an event, the Buyer shall become entitled forthwith to get the refund within 30 days of all the advance payments received by the Seller and expenditure incurred as a part of its obligations under this contract.
48.	Packing Conditions Clause	The stores should be properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the seller.
49.	Buyers Right	Buyer reserves the right to reject/cancel/scrap the tender enquiry or change the quantity of tendered item without notifying any reason whatsoever.
50.	Additional Documents required from Seller (Bidder shall submit all these documents, uploaded under “ buyer uploaded ATC document ”, duly filled signed and stamped. Failing which the offer will be summarily rejected)	1. Non-Disclosure Agreement 2. Make in India certificate 3. Price Fall Clause Certificate 4. Certificate of being “Micro” or “Small” Enterprise (In case of availing MSE Purchase Preference) and Certificate of being OEM of the offered good. 5. Declaration of acceptance of all the addition terms and conditions of the bid.

7. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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।/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.

---धन्यवाद/Thank You---