बिड संख्या/Bid Number: GEM/2026/B/8014037
दिनांक /Dated: 09-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 17:00:00
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: niklaishrathod@ord.gov.in
कुल मात्रा/Total Quantity	524
वस्तु श्रेणी /Item Category	Graphite Dry Sulphur Free Size 90 Micron Specn JSS 9620 01 (Reaffirmed 1993 with amendment list no. 1
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Graphite Dry Sulphur Free Size 90 Micron Specn JSS 9620 01 (Reaffirmed 1993 with amendment list no.1) DC 3466-ME
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	• Colloidal Graphite Powder • Graphite Dry and Graphite Dry Sulphur Free (Defence)
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) *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 दस्तावेज़ों 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
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

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	16

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
CHIEF GENERAL MANAGER
Ammunition Factory Khadki Pune, Department of Defence Production, Munitions India Limited, Ministry of Defence
(Chief General Manager, Ammunition Factory Khadki Pune)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. **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.

2. **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.

Graphite Dry Sulphur Free Size 90 Micron Specn JSS 9620 01 (Reaffirmed 1993 With Amendment List No. 1 (524 kilogram)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********PUNE CITY	524	60

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 (Increased quantity ÷ Original quantity) × 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. **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.

3. **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.

4. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Sr. No.	Clause	Description
1.	Nomenclature of Item	GRAPHITE, DRY SULPHUR FREE SIZE 90 MICRON SPECN JSS 962 0 01 (REAFFIRMED 1993 WITH AMENDMENT LIST NO.1) DC 3466 -ME.
2.	Qty. to be Purchased	Qty. 524.00 KG with 50% Option Clause
3.	Option Clause Quantity	Applicable, 50% of SO quantity i.e. 262.000 KG
4.	Type of Tender	Open Tender Enquiry (OTE).

5.	Delivery Period	60 Days after SO placement (including raw material clearance).
6.	Extension of Delivery P eriod	Applicable as per Clause No. 4.19 of MILSPM-2023- a) If the supplier is unable to complete the supply within the stip ulated 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 delive ry schedule is decided to be extended then the same may be do ne by issuing an amendment to the contract with suitable denial clauses and right to impose liquidated damages for delay. The li quidated damages shall apply from the contracted delivery peri od. The amendment letter should mention, inter alia that, in add ition to imposition of liquidated damages, no extra price or addit ional cost for any reason whatsoever beyond the contractual co st will be paid to the supplier for the delayed supply; at the sam e time, if for any reason, whatsoever the cost of the goods to be supplied/ services to be performed by the supplier decreases th at benefit shall be passed on to the purchaser. Supplier's uncon ditional acceptance of the amendment by a specified date is to be watched and if the supplier does not agree to accept the ame ndment letter, further action is to be taken against the supplier i n 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 sa me should be taken while considering the request for extension of the delivery period in consultation with finance as given belo w:- i) Where the total cost differential on account of lower trend obs erved is less than the Liquidated Damages leviable (if the delay is attributable to the supplier), the delivery period may be exten ded 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 sh all be extended at lower price without Liquidated Damages. If th e firm does not accept the lower price, the contract may be canc elled/short closed and appropriate action be taken to re-purchas e the stores on priority keeping in view the requirement.

7.	Pre-qualification criteria/ Eligibility criteria:	Eligibility Criteria for OTE: OTE to be issued as per latest guidelines MILPM-2023. a) The registered vendors at any of the Ordnance Factory for the subject on the date of tender opening can participate in this OTE. b) If the vendor is not registered for the subject item vendor has to apply for vendor registration on or before the tender opening date. Offers of any firms who have applied for registration for the subject item before the tender opening date will be considered during evaluation of bid but the participating firms have to ensure the registration of their firm before price bid opening. . Firm have to apply for registration for subject item on https://vendor.munitionsindia.in. In case the vendor registration portal is inoperative, offline registration can be done by submitting VRR form duly filled along with requisite documents on email of QATC i.e. afkqatc@ord.gov.in and pay registration fee as per Annexure ‘A’. VRR form & Annexure ‘A’ is uploaded in ATC. Firm can contact QATC section at 020-25922540/2562 for any query with respect to offline registration. Any vendor who obtains offline registration will receive provisional registration only. They must apply online for registration of that item once the registration portal is reinstated. The vendor’s registration will be confirmed only after they complete the online registration process. However, in case any vender applies for offline vender registration when online vender registration portal is operative, such application will not be considered for registration. c) Established sources for subject item with valid (In any Ordnance Factory) registration will be eligible to participate in the OTE for this item. d) The firm having one pending supply order for subject item or failed to execute any order and same order cancelled, those firms shall not allowed be to participate in instant tender. e) Firms which are debarred for the subject item are not eligible for participation in instant tender. Offers of other than eligible firms will be summarily rejected..

8.	Payment Terms	100% payment will be made within 30 days on receipt and acceptance of material at AFK. 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 (if supply material for first time). Hard Copy of performance security deposit.
9.	Inspection Authority, place and Type	Inspection officer : Authorized representative of CGM Place of Inspection : At AFK premises Type of Inspection : Post-Dispatch
10.	Tender Fee	Not Applicable.
11.	Mode of Delivery	F.O.R. : AFK Pune Premises
12.	Distribution of Tender Quantity	100% QTY shall be placed on L1 bidder.
13.	Raw Material Self Certification	It is mandatory for all firms to send the Raw Material Self Certificate as per drawings and specification 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 /Government lab 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.
14.	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.
15.	QAP Clause	Firm should submit draft QAP (Quality Assurance Plan) & get it approved from Inspection Authority before commencement of bulk production within one month 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.
16.	Price Variation Clause	Not Applicable

17.	Performance Security Deposit (PSD)	Applicable @ 05%, if the contract value exceeds above Rs 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 with auto renewable facility, Insurance Surety Bond from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. It should be drawn in favour of Chief General Manager, Ammunition Factory, Khadki, Pune 411003 (Unit of Munitions India Ltd). A model format of Bank Guarantees 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 from (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 within 30 days. PSD should be valid for 14 months from the date of last supply date.
18.	Pre-contract Integrity Pact Clause	Applicable, if case value more than ₹ 5 Crore.

19.	Guarantee/ Warrantee Clause	As per MILSPM 2023 Clause No. 3.9 – (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 warrantee 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 i.e.15 days, 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.
20.	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.

21.	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 safe guard 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.
22.	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.
23.	Tolerance	Applicable at (-5%) (As there is no provision in GEM for excess qty.)

24.	Special Terms and Conditions	a) The seller must submit the pre-inspection and raw material test reports from NABL Accredited Laboratories with NABL LOGO or from Government 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 for rejection. c) Drawings & Technical specification will be forwarded through mail to the firms on receipt of duly signed and stamped filled Non-disclosure agreement on email : afkpv3@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. AFK reserve's right to carry out process audit/ detect investigation of vendor and its sub-vendors, if felt necessary due to quality issues.
25.	Unloading	Unloading at yard will be under the scope of AFK.
26.	Price Fall Clause	Applicable as per MIL SPM-2023.
27.	GST	a) Firm may assure Buyers GST No. (AFK, Pune- 471003) **- 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.

28.	Arbitration Clause	Yes as per MILSPM 2023 Para No. 7.41 a) A tender being issued to Indian private firms should have an arbitration clause as per the Arbitration and Conciliation (Am endment), 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 ti melines given in the Act. c) A tender being issued to Indian Private Firms/Vendors shoul d have an arbitration clause stating the following: "All disputes & differences arising out of or in any way touchi ng or concerning this agreement (except those for which spe cific provision has been made therein) shall be referred to S ole Arbitrator to be appointed by CMD, Munitions India Ltd w ith the mutual consent of the parties. The Arbitrator so appoi nted shall be an officer of MIL (with mutual consent) who ha d 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 Ar bitrator shall be final and binding on the parties.").
29.	Clarifications in Drawin gs	Clarifications, if any, in the drawings to be sought within 10 day s of placement of Supply Order. Practice of seeking clarification i n the later stages is to be discouraged.
30.	All Other Terms and C onditions	a) All clauses & provisions of MILPM-2023 are applicable. b) click for Procurement Manual – https://munitionsindia.in > D ownloads > Manual & Policies > MIL store procurement man ual-2023
31.	Quoted for	at least 50% of tender quantity
32.	Store Offered	as per TE Specifications
33.	Conflict of interest Cla use	Applicable
34.	Jurisdiction Clause	All questions, disputes or differences arising out of or in connect ion with the contract, if concluded shall be subject to the exclusi ve jurisdiction of the Court within the local limits whose jurisdicti on the place from which the Acceptance of Tender is issued, is si tuated.
35.	Access to Books of Acc ounts	In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any per son to obtain the contract as described in clauses relating to Ag ents/Agency Commission and penalty for use of undue influence , the Bidder, on a specific request of the Buyer, shall provide ne cessary information / inspection of the relevant financial docum ents / information.
36.	Anti- Cartel Formation Clause	Cartel formation or quoting of pool rates or quoting in collusion i s against the basic principle of competitive bidding and shall att ract penal and punitive measures; including suspension/banning of such Bidders for a specific period.
37.	Agents/Agency Commi ssion Clause	Non Violation of Standard Clause in the contract of agent/agenc y commissions

38.	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.
39.	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.
40.	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.
41.	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.
42.	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.
43.	Immunity to Govt. of India Clause	It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contact 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.
44.	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.
45.	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.

46.	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.
47.	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.
48.	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.
49.	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.
50.	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.
51.	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.
52.	Price Variation clause	Price Variation Clause (Only For Copper, Brass, Lead, Antimony, Lead Antimony Alloy)
53.	Buyers Right	Buyer reserves the right to reject/cancel/scrap the tender enquiry or change the quantity of tendered item without notifying any reason what so ever.
54.	Additional Documents required from Seller (Bidder shall submit all these documents, uploaded under “buyer uploaded ATC document”, dully filled signed and stamped. Failing which the offer will be summarily rejected)	1) Declaration of acceptance of all the additional terms and conditions of the bid. 2) Self-Certification for Raw Material Clearance 3) Non-Disclosure Agreement 4) Ordnance Factory Registration Certificate 5) Make in India certificate 6) MSME - As per firm’s Registration 7) VRRF & application fees - In case Firm is not registered in any Ordnance Factory for the subject item(only if online vendor registration portal is inoperative before tender opening date.) 8) Price Fall Clause Certificate. 9) GST applicable to offered product. 10) Pre-contract Integrity Pact - if applicable. Except MSME certificate all documents should submit on letter head of the firm with tender number and date.

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5. **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 कार्रवाई 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---