

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-09-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-09-2026 18:00:00
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 Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :jod-hq2020@gov.in Buyer Email id: manoj Singh.0301@gov.in
कुल मात्रा/Total Quantity	257
वस्तु श्रेणी /Item Category	M2/5975-001405 CODUIT ASSY METAL RIGID STEEL SEAMLE TUBE 10MM IDX 12MM OD BOFORS- 5055541 , M2/5975-001 CODUIT ASSY METAL RIGID STEEL SEAMLESS TUBE 13MM ID 15MM OD BOFORS-5077333 , M2/5975-001389 CABLE GLAN ASSY BRASS THRD M22X1.5MM CABLE INLET HOLE DIA 18M
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CABLE GLAND ASSY BRASS THRD M22X1.5MM CABLE INLET DIA 18MM OF EQPT 40MM L/70 GUN
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Terminal Ends for Aluminium Conductors of Insulated Cables (Compression Cable Lugs) Conforming To IS 8309
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Bracket (Defence)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	5 Lakh (s)
उन्हें/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation

बिड विवरण/Bid Details	
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
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certif (Requested in ATC),OEM Authorization Certificate,OEM Annu Turnover,Additional Doc 1 (Requested in ATC),Compliance o specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer
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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
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
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	M2/5975-001405 CODUIT ASSY METAL RIGID STEEL SEAMLE TUBE 10MM IDX 12MM OD BOFORS- 5055541
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)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	COMMANDANT, COD JABALPUR
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	COMMANDANT, COD JABALPUR
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	COD JABALPUR
सीए अनुमोदन संख्या/CA Approval Number	C/16844/JOD/L70/03/GCF/AWEIL
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	07-09-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	IT IS CERTIFIED THAT MSE PURCHASE PREFERENCE IS NOT APPLICABLE FOR M/S AWEIL BEING A DPSU

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

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

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

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

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to be declared 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 the 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 verified on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

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

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quan
Schedule 1	M2/5975-001405 Conduit Assy Metal Rigid Steel Seamless Tube 10mm Idx 12mm Od Bofors- 5055541	22
Schedule 2	M2/5975-001410 Conduit Assy Metal Rigid Steel Seamless Tube 13mm Idx 15mm Od Bofors-5077333	14
Schedule 3	M2/5975-001389 Cable Gland: Assy Brass Thrd M22x1.5mm Cable Inlet Hole Dia 18mm	221

M2/5975-001405 CODUIT ASSY METAL RIGID STEEL SEAMLESS TUBE 10MM IDX 12MM OD BOFORS- 5055541 (22 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte 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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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
1	*****	*****JABALPUR	22	730

M2/5975-001410 CODUIT ASSY METAL RIGID STEEL SEAMLESS TUBE 13MM IDX 15MM OD BOFORS-5077333 (14 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte 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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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	*****	*****JABALPUR	14	730

M2/5975-001389 CABLE GLAND: ASSY BRASS THRD M22X1.5MM CABLE INLET HOLE DIA 1 (221 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Conte 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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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery
1	*****	*****JABALPUR	221	730

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 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rate. 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CENTRAL ORDNANCE DEPOT, JABALPUR - 482 001

DRAFT REQUEST FOR PROPOSAL (RFP) OF CRITICAL SPARES AGAINST BOQ/CUSTOM BID
ON GeM ONLY FOR DPSU (AWEIL)

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

1. The online Bids under BOQ/Custom bid on GeM are invited by the Commandant COD Jabalpur for and on behalf of the President of India for supply of items listed in Part II of this RFP.

2. The address and contact numbers for seeking clarifications regarding this RFP are given below:-

(2.1) Queries to be addressed to : Col (Prov & Proc), COD Jabalpur

(2.2) Name/designation of the contact : Col **Ashish Ranjan**, Col (Prov & Proc)

(2.3) Telephone numbers of the contact : 0761-2330421/6704 (Office)

(2.4) E-mail ids of contact personnel : jod-pp2020@gov.in

(2.5) Fax number : 0761-2333222

3. This RFP is divided into five Parts as follows:

(3.1) Part I – Contains General Information and Instructions for the Bidders about the RFP.

(3.2) Part II – Contains essential details of the items required, such as the Schedule of Requirements (Technical Specifications, Delivery Period, Mode of Delivery and Consignee details).

(3.3) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful bidder.

(3.4) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(3.5) Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

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

(Ashish Ranjan)

Col

Col (Prov & Proc)

for Commandant

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PART I - GENERAL INFORMATION

1.

(1.1) Commercial bid in the form of “BOQ” (Bill of Quantities) in single .xls file which will be submitted online.

(1.2) Scanned copies of the following documents are required to be uploaded in single pdf file.

1. PAN No, GST/TIN/Regn (Scanned and uploaded).

(1.1.2) Certificate of acceptance of terms and conditions of RFP on firms letter head. (Scanned and uploaded).

(1.1.3) Scanned copy of EMD documents if applicable or the exemption certificate as applicable.

4. Scanned copy of Tender fee instrument/exemption proof as applicable.

2. **Time and date for opening of Bids.** **As per GeM BoQ/Custom bid**

3. **Opening of Bid System.** On GeM portal as per schedule.

4 **Forwarding of bid :** On GeM portal.

5. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding contents of the bidding documents shall notify to the Buyer online about the clarifications sought not later than 5 days prior to the date of opening of the Bids. Copies of the clarification by the purchaser will be uploaded as a document for all prospective bidders.

6. **Modification and Withdrawal of Bids.**

(6.1) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(6.2) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline EMD would be refunded but not cost of the tender. Once withdrawn online, he cannot participate.

again in this tender.

(6.3) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of EMD Security/ EMD.

7. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.

8. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may result in summary rejection with forfeiture of EMD. Conditional Bids will not be accepted.

9. **Validity of Bids.** The Bids should remain valid for 180 days from the date of opening of tenders from the date of submission of the Bids.

10. **EMD** EMD and tender fee not applicable for DPSU Firms.

11. **Manner for obtaining the Tender Set.** The tender documents are available for download at [www. Gel.com](http://www.Gel.com).

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Part II - Essential Details of Items/Services required

1. Schedule of Requirements -

S. No	Eqpt	Mtrl No	Sec/Part No	Nomenclature	A/U	Qty	Remarks
1	40MM L/70 GUN	10505178	M2/5975-001405	CONDUIT ASSY METAL RIGID STEEL SEAMLESS TUBE 10MM IDX 12MM OD BOFORS-5055541 COMPLETE WITH END FITTINGS	Nos	22	Critical
2	40MM L/70 GUN	10505041	M2/5975-001410	CONDUIT ASSY METAL RIGID STEEL SEAMLESS TUBE 13MM IDX 15MM OD BOFORS-5077333 COMPLETE WITH END FITTINGS	Nos	14	Critical
3	40MM L/70 GUN	10506862	M2/5975-001389	CABLE GLAND : ASSY BRASS THRD M22X1.55MM CABLE INLET HOLE DIA 18MM	Nos	221	Critical

Note:-

- i. Item will be evaluated separately.
- ii. This is a composite RFP.

2. Technical Details:

(2.1)	Specifications/drawings, as applicable	TO BE OBTAINED FROM AHSP CONCERNED
(2.2)	Technical details with technical parameters	Specification/ Drawing held with DPSU (A) As per Insp parameters of AHSP concerned

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

4. Advance Sample Clause.

(4.1) 02 Nos Advance samples will be called by the AHSP only in cases where production is being undertaken for the first time or if there is a break in production for more than 03 years. In case advance sample opinion of Quality Assurance Officer is unacceptable, the contract/supply order is liable to be cancelled at the risk and cost of the supplier.

2. Once the order is placed any request for change of material from supplier will not be entertained.

(4.3) If any additional test is required to verify the quality of the store, the same has to be arranged by the supplier.

(4.4) In case the advance sample is rejected by DGQA/nominated CQA, no time for delivery period will be considered for and the delivery period will be extended with LD and Denial clause.

(4.5) Advance sample may be subjected to critical examination and FFT. However, requisite certificate for material/environmental test from NABL accredited lab be taken from the Vendor.

(4.6) Time taken by AHSP in issuing of Monitoring Instruction and for inspection and clearance of raw material or advance sample and inspection of Advance sample including FFT, will not form part of delivery period.

(4.7) The supplier is required to submit advance sample of acceptable quality to the Inspection authority (AHSP) or their nominated SQAE before undertaking bulk manufacture and supply.

(4.8) DPSU submits the following documents/inputs while submitting the Advance Sample:-

(4.1.1) Material Test report as per relevant drawing/specification from any Govt/NABL accredited lab.

(4.1.2) The test undertaken to verify effectiveness of surface treatment for relevant components.

(4.1.3) Test report of visual, dimensional and other tests undertaken with reference to drawings/specification.

(4.1.4) In case the item is being procured from the OEM and if it is supplied without any value addition, CoC along with relevant test reports from OEM will be submitted by the DPSU. The item will be tested 5 based on CoC of the OEM and satisfactory visual/dimensional inspection and FFT.

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5. Delivery Period.

(5.1) Delivery period for supply of items would be 24 months (730 days) from the date of signing of the Supply Order.

(5.2) Monitoring Instructions will be issued by AHSP immediately on receipt of Supply Order, in case of delay the actual time taken for issue of Monitoring Instructions will not form part of delivery period.

(5.3) Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.

(5.4) Extension of contracted delivery period will be at the sole discretion of the Buyer, with LD clause applicable as per revised DPM 2025.

(5.5) Request for extension of delivery period should be forwarded in a manner so as to reach to this office minimum 60 days in advance before expiry of delivery period to cater for the processing time. Any delay due to late submission will be counted towards the supplier in case delivery period extension could not be processed within delivery period to the extent of such delay in submission.

8. JDI will be carried out as per JSG: 0309-2019 as per latest policy in vogue.

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

CIP Destination: COD Jabalpur

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

Part III - Standard Conditions of RFP

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

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

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

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

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

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

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along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover such amount from any Supply Order/Contracts concluded earlier with the Government of India.

6. Access to books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged Agent or paid commission or influenced any person to obtain the Supply Order/Contract as described in clause 6, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Supply Order/Contract documents: Except with the written consent of the Buyer/Seller, neither party shall not disclose the Supply Order/Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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

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

1. The delivery of the material is delayed for causes not attributable to Force Majeure for more than **06 months** after the scheduled date of delivery.

(9.2) The Seller is declared bankrupt or becomes insolvent.

(9.3) The delivery of material is delayed due to causes of Force Majeure by more than **06 months**.

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

5. As per decision of the Arbitration Tribunal.

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

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

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

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

14. Taxes and Duties

(14.1) In case of Foreign Seller:- Not applicable

OR

(14.2) In case of Indigenous Seller

(14.2.1) General:

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

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

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

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

(14.2.1.5) Any change in any duty/tax upward/downward as a result of any statutory amendment in excise taking place within Supply Order/Contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward amendment in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

(14.2.2) Customs Duty: NA

(14.2.3) Excise Duty: NA

(14.2.4) Goods and Services Tax (GST) :

(14.2.4.1) **For all items of armament in nature, 18 % GST is applicable.** However, if desired by the Bidder to ask for Goods and Services Tax to be paid as extra, the same

be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of Goods and Services Tax and no liability of Goods and Services Tax will be developed upon the Buyer.

(14.2.4.2) On the Bids quoting sales tax extra, the rate and the nature of Goods and Services Tax applicable at the time of supply should be shown separately. Goods and Services Tax shall be paid to the Seller at the rate at

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which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and the same is payable as per the terms of the Supply Order/Contract.

(14.2.5) Octroi Duty & Local Taxes

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

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

15. Pre-Integrity Pact Clause. NA

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

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

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

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

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

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

(16.6) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be borne equally by both parties.

g the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(16.7) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the arbitration proceedings.

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

(Signature of the tenderer)

Name

Capacity in which signed

Part IV - Special Conditions of RFP

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

1. **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee / Indemnity Bond in the form of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the Supply Order/Contract within 30 days of receipt of the confirmed Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG/Indemnity Bond is given in Form DPM- 15, (available in MoD website and can be provided on request).

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

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

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

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

(5.1) 100% Payment against Inspection Note duly supported by Xerox copy of the Bank Guarantee and 03 copy of receipt voucher of items in good condition by consignee (s).

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

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

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

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

(7.3) Inspection note.

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

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

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(7.6) Bank guarantee for advance, if any –Not applicable

(7.7) Guarantee/Warranty certificate.

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

(7.9) DP extension letter with CFA's sanction, U.O number and date of IFA's concurrence, where required delegation of powers, indicating whether extension is with or without LD.

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

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

(7.12) Xerox copy of PBG.

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

8. Risk & Expense clause -

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

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

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

(8.3.1) Such default.

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

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

9. Force Majeure Clause

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

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

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

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

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

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

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

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

13 **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder :-

(13.1) The stores shall be securely packed free of any additional cost to the Govt to avoid loss or damage in transit and to the satisfaction of the inspecting officer. It is entirely the responsibility of the Contractor to ensure that the goods reach the consignee in fully serviceable condition. The packing shall be to the satisfaction of the Inspecting Officer and the Contractor shall still remain responsible for the adequacy in transit. Packages shall be marked clearly with contract number and other necessary details for easy identification at Consignee's end. The packing and forwarding charges will be borne by the manufacturer /contractor.

(13.2) The packing of the equipment and spares/goods shall conform to the requirements of specification standards in force.

(13.3) The store after inspection and acceptance by the inspection officer mentioned hereinafter shall be transported to the Consignee mentioned hereinafter by suitable transport under arrangement of the seller.

(13.4) The purchaser shall not pay separately for transit insurance and the contractor shall be responsible for the safe arrival of the stores at the destination.

(13.5) If necessary, each package shall be marked with warning inscriptions < Top>, "Do not turn over" category.

(13.6) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be on the carton indicating the under mentioned details of the item contained in the carton. A tag in English said information shall also be attached to six samples of the item. If quantity contracted is less than tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in king cases as required.

1. Part Number
2. Nomenclature
3. Contract annex number
4. Annex serial number

(13.6.5) Quantity contracted

(13.7) One copy of the packing list in English shall be inserted in each cargo package, and the full set of packing lists shall be placed in case No 1 painted in yellow colour.

(13.8) The Seller shall mark each package with indelible paint in the English language as follows:-

EXPORT

1. Contract No.....

(13.8.2) Consignee.....

(13.8.3) Port/Airport of destination.....

4. Ultimate consignee.....

(13.8.5) SELLER.....

(13.8.6) Package No

7. Gross/net weight

(13.8.8) Overall dimensions/volume.....

9. The seller's marking.....

(13.9) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide r packing, which protects the equipment and spares/goods from the damage of deterioration during tra ation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.

14. **Quality:** - The quality of the stores delivered according to the present Supply Order/Contract shall corres o the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or sp tions enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Supply Contract shall be new i.e. not manufactured before (Year of Supply Order/Contract), and shall incorporate all est improvements and modifications thereto and spares of improved and modified equipment are backward in ed and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply erchange ability certificate along with the changed part numbers wherein it should be mentioned that item w ovide as much life as the original item.

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15. **Quality Assurance:** Seller would be required to provide all test facilities at his premises for acceptance i pection by Buyer. The item should be of the latest manufacture, conforming to the current production standar having 100% defined life at the time of delivery. Also, the following points may pl be adhered:-

(15.1) The store shall be inspected as per ATP/QAI approved by CQA(W) Jabalpur. Buyer reserves the right to the ATP/QAI.

(15.2) Draft ATP/QAI submitted by the DPSU should consist of the following:-

(15.2.1) List of test reports / documents to be submitted along with the pre inspection Certificate. Following d nts / test reports invariably be included in the above list:-

(15.2.1.1) Material Test Certificate (chemical and mechanical properties) of the raw material stipulated as per drawing.

(15.2.1.2) Test reports of test undertaken to verify effectiveness of surface treatment of various components plicable).

(15.2.1.3) Test reports visual, dimensional and other rests / inspections undertaken a equirements of store drawing /specification.

(15.2.2) Sampling Plan.

(15.2.3) Visual & Gauging/Dimensional Inspection parameters.

4. Other Static/Fitment/Functional Tests (applicable as per store drawing/ relevant specificat

(15.2.5) Acceptance criteria for tests/inspections mentioned at Part IV Para 15 (15.2) (15.2.3) 2.4) above.

(15.2.6) Packing and preservation. Relevant drawing / specification / standard / technical document as the Inspection authority for packing and preservation to be mentioned

7. Details of drawings, specification and other technical documents used as reference for preparation of ATP/QAI to be mentioned separately.

7. Jigs, fixtures, gauges and instruments for inspection will be provided by the supplier.

7. Details of proof firing may be included as applicable. Ref of CQA(W) Jabalpur proof instrument may also be given. Proof Firing of all components of Ordnance will invariably be carried out

16. Draft ATPs/QAIs to be prepared in consultation with Resident SQAEs and thereafter the same will be forwarded to AHSP for approval for items of CQA(W) Jabalpur AHSP responsibility before submission of advance samples.

19. **Codification Clause.** The Seller undertakes to provide existing NATO Stock Number (NSNs) of OEM for equipment supplied under the contract as per part list. In case, the NSNs are not available, the SELLER agrees to codify basic technical characteristics as required for codification in consultation with MoD/ Directorate of Standardisation

16. **Inspection Procedure.** Inspection will be carried out by concerned CQA through SQAe.

17. **Pre-Inspection Clause.** Manufacturer must satisfy themselves that the stores are in accordance with the terms of contract & fully confirmed to the required specification by carrying out thorough pre inspection of each lot actually tendering the same for inspection to the inspecting officer under the terms of contract.

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18. **Pre-Dispatch Inspection Clause.** Pre-Dispatch Inspection (PDI) will be carried out by DGQA as per QAI issued prior to placement of SO. Draft QAI to be prepared by the Supplier as per the format enclosed as **Appx "A3"** for all items.

19. **Joint Receipt Inspection.**

(a) JRI will be carried out at COD Jabalpur by BOO constituted for the same.

(b) It is recommended that a separate checklist be formulated by the User for visual and other functional checks to be undertaken during JRI.

(c) Fitment & Firing Trial/ Proof will be carried out during PDI stage only.

20. **Inspection authority.** The inspection will be carried out by :-

(a) Inspection authority : CQA(W) Jabalpur

(b) QA Agency : CQA(W) Jabalpur or his authorised rep.

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

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

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

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

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

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

(26.3) The quality claims for defects or deficiencies in quality notices during warranty period earliest and latest than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

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

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

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

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

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

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

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

(27.3) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per relevant drawings/specifications, the seller shall either replace or rectify the same of free of cost, within forty five (45) days of notification of such defect by the buyer. Warranty of the equipment will be extended by such duration of downtime.

(27.4) Seller shall associate technical personnel of maintenance agency and QA of Buyer during warranty period and shall provide complete details of defect, reasons and remedial actions for everything recurring such defects.

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

29. **Additional Requirements:**

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

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

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

4. The contractor shall send a fortnightly progress report of manufacture /inspection and supply of stores to the purchaser/consignee and the inspecting officer.

(29.5) The contractor shall make his own arrangement for the procurement of all materials required for the contract.

(29.6) All queries and technical matters till such time the production is established shall be referred by the contractor to the CQCE, HQ BWG (QC) and the Inspecting Officer.

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7. Any improvement/change and modification suggested till the bulk manufacture commences shall be undertaken by the contractor at his own risk and expense to meet the requirements of the design and to the entire satisfaction of the Inspecting Officer.

(29.8) The drawings/specifications will not be reproduced or disclosed to any third party except to the authorized sub-contractor, if any, who will also be under similar obligation of the **SECRECY** and shall be immediately returned in good conditions to the issuing authority when the purpose of their issue has been served.

(29.9) Inspecting officer is authorized to carry out any other test considered relevant based on the intention of the subject store.

(29.10) Depot Sealed Sample-if required may be collected from COD Jabalpur, on payment of an amount equal to 20% more than the price of the item mentioned in the contract in accordance with MoD letter I 97/D(S-II) dated 06 May 1997 (on placement of Supply Order/Contract).

30. **Correctness of the Quality and Quantity:** On receipt of stores at consignee's premises, the stores are

ed for ascertained the correctness of quality, quantity and documents. In case the stores are found deficient way, consignee has the right to reject the stores even if these were inspected and cleared by the inspector.

31. The manufacturer shall be responsible for the safe delivery of the stores at the consignee's end and transage if any shall be promptly attend by him.

32. **Regn/Assessment of Capacity/Competency Verification**. Since the supplier is a DPSU (AWEIL), the I A/CV & eligibility criteria are not applicable. However, if the item is procured from trade firm by the DPSU, the nsibility of the Regn/CA/CV of the Trade Firm will rest with the DPSU.

33. **Eligibility Criteria**. Only M/s AWEIL (DPSU) is eligible to participate in the bid.

(Signature of the tenderer)

Name Capacity in which signed

Part V - Evaluation Criteria & Price Bid issues

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

(1.1). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying elements of the RFP, both technically and commercially.

(1.2). In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The core of Technical Bids would be determined on the basis of the parameters specified in the RFP and GeM TC. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(1.3). The Lowest Bid will be decided upon the lowest basic price quoted by the particular Bidder as per Price Format given at Para 2 below. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will not be considered. The basic cost to the Buyer would be the deciding factor for ranking of Bids.

(1.4). The Bidders are required to spell out the rates of GST in unambiguous terms; otherwise their bids will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If the inclusion of GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim for refund of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly state the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in the rejection of such offers summarily. If a Bidder is exempted from payment of GST upto any value of supply in them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bids. The same logic applies to Customs duty and GST also.

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

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

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

(Signature of the tenderer)

Name

Capacity in which signed

Date :

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Appendix "A"

BG FORM FOR EARNEST MONEY DEPOSIT

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

KNOW ALL MEN by these presents that WEof havin
egistered office at are bound unto (hereinafter
the "Buyer) in the sum offor which payment will an
to be made to the said Buyer, the Bank binds itself, its successors and ass¹⁹igns by these presents. Sealed w
Common Seal of the said Bank this..... day of20.....

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

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

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

..... (Signature of the authorized officer of the Bank) Name and designation of the officer S
me & address of the Bank and address of the Branch

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

Date: To, _____

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

Tender Reference No : _____ Name of Tender/Work : -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work"

from the web site(s) namely: _____ as

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

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender documents from Page I _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract and I/we shall abide hereby the terms /conditions/clauses contained therein.

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

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

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

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

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

3. 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 or decrease the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rate. The delivery period of quantity shall commence from the last date of original delivery order and in cases where the 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 by up to 30 days.

up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

4. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

AHSP/CQA

Post Receipt Inspection at consignee site before acceptance of stores:

COD JABALPUR

5. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch of goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or by Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission of advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

6. Inspection

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

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 clauses 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 of intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / 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 / 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 with 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 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 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 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 they can raise their representation against the same by using the Representation window provided in the bid details 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 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 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 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 प्राप्ति 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 अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restr 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 ter 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 be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---