

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details  |   |
|--|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 02-03-2026 11:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time  | 02-03-2026 11:30:00   |
| 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   | Troop Comforts Limited  |
| कार्यालय का नाम/Office Name  | *****   |
| कुल मात्रा/Total Quantity  | 4   |
| वस्तु श्रेणी /Item Category  | Swing Arm Leather Clicking Machine  |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | Swing Arm Leather Clicking Machine  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | C Arm Fluoroscope X - Ray Machine (V2), Hydraulic Shearing Machine, Shoe Shine Machine, Industrial Safety Glove/Gauntlet (V2), Resistance Welding Equipment / Rocker Arm Spot Welding Machine as per IS 4804, Machine Light |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                      | <ul style="list-style-type: none"> <li>Hydraulic Shearing Machine</li> </ul>  |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 27 Lakh (s)   |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)                         | 27 Lakh (s)   |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 3 Year (s)  |
| टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover   | Yes   Complete  |
| टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover                                   | Yes   Complete  |

| <b>बिड विवरण/Bid Details</b>  |   |
|---|---|
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)<br>*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 |
| <b>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?</b> | 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)  |
| <b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>  | 3   |
| <b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>  | 7   |
| <b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>  | 1   |
| <b>विगत प्रदर्शन /Past Performance</b>  | 50 %  |
| <b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>   | Yes   |
| <b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>   | H1-Highest Priced Bid Elimination   |
| <b>बिड का प्रकार/Type of Bid</b>  | Two Packet Bid  |
| <b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>  | 2 Days  |
| <b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                     | Yes   |
| <b>Inspection to be carried out by Buyers own empanelled agency</b>   | Yes   |
| <b>Type Of Inspection</b>   | Pre Dispatch  |
| <b>Name of the Empanelled Inspection Agency/ Authority</b>  | Board of Officers   |
| <b>अनुमानित बिड मूल्य /Estimated Bid Value</b>  | 5379776   |
| <b>मूल्यांकन पद्धति/Evaluation Method</b>   | Total value wise evaluation   |
| <b>मध्यस्थता खंड/Arbitration Clause</b>   | No  |
| <b>सुलह खंड/Mediation Clause</b>  | No  |

**ईएमडी विवरण/EMD Detail**

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 161393              |

**ईपीबीजी विवरण /ePBG Detail**

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 3.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14                  |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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

Ordnance Equipment Factory, Kanpur, A unit of Troop Comforts Limited, Govt. of India Enterprise, Department of Defence Production, Ministry of Defence, Pool Bagh, Kanpur-208001  
(Chief General Manager)

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

**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) |
|---|---|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 25  |

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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 the 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in 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.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the 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.
6. Preference to Make in India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. 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 Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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 in 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.

#### **10. 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.

11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Swing Arm Leather Clicking Machine ( 4 set )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address      | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|------------------|------------------|---------------------------------|
| 1                 | *****   | *****KANPUR CITY | 4                | 90                              |

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

### 1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **Instructions to Bidders:-**

Ø All the required formats (i.e. Specification of machine, certificate of MII, price format for spares, undertaking of cartel formation & acceptance of bid ATC and T&C) are available / uploaded with GeM bid, as above. Bidders are required to fill and upload the formats as per GeM / Bid T&C on their letter head duly signed and stamped along with tender document.

#### **Eligibility Criteria of bid :-**

- a. The firm participating in this open tender enquiry should be an original equipment manufacturer (OEM) or their Authorized Dealer of offered machine. Authorized Dealer should submit / upload Ink Signed Authorization Certificate issued by OEM of the offered machine along with the technical bid /bid..
- b. The bidder must submit details of Make, Model and Country of Origin of the offered machine by them in Technical Bid.
- c. **Year of Past Experience:** The bidder or its OEM {themselves or through authorized dealer} should have past experience of supply of same or similar category products/machines in last **Seven (07) years** before the bid opening date.
- d. **Past Performance:**The bidder or its OEM {themselves or through authorized dealer} should have supplied **02 Nos of same or similar category products/Machines** in the last **Seven (07) years** before the bid opening date to **any Central Govt./State Govt./PSUs/DPSUs/Public Listed Companies/Private Listed Companies/Public & Private Non Listed Companies/Institutes.**
- e. Minimum Average Annual Turnover of bidder should be at least **Rs (50% of bid value)** in last Three (03) Financial Years ending on 31st March of the previous financial years.
- f. **Definition of Same or Similar machine:**

| <b>Name of P&amp;M</b>             | <b>Same Machine</b>                | <b>Similar Machine</b>                                |
|------------------------------------|------------------------------------|---|
| Swing Arm Leather Clicking Machine | Swing Arm Leather Clicking Machine | Any type of clicking Machine used in leather industry |

#### **Document required from seller:**

- a. The Participating firm should submit copies of relevant documents as proof of past performance (**like Proof of successful installation, Job Completion certificate, e-invoice, CRAC, I-Note etc**) along with bid in support of having supplied at least 02 Nos of same or similar Category Products/machines in last **7 years before the bid opening date** to any Central Govt./State Govt./PSUs/DPSUs/Public Listed Companies/Private Listed Companies/Public & Private Non Listed Companies/Institute.
- b. OEM Authorization Certificate in case of firm is authorized dealer.

- c. Copies of documents like audited “Balance Sheets” and “Profit & Loss Accounts Statement” for the last Three (03) Financial Years ending on 31<sup>st</sup> March of the previous financial years, from bidder or certificate issued by Chartered Accountant (CA) with UDIN (Unique Document Identification Number) generated.
- d. The bidder must furnish a certificate that the spare parts of quoted machine will be available for 10 Years from the completion of warranty period.
- e. The bidder is required to furnish the certificate of origin at the time of supply.

**Terms and conditions for Tender Enquiry:**

1. **Technical Bid:** The bidders shall furnish Technical Bid without disclosing the price as per GeM portal.
2. **Price quoted:** Price quoted should be firm and fixed as per GeM portal.
3. **Quantity Quoted:** Quantity should be quoted for full tendered quantity.
4. **Distribution of quantity:** As per GeM Bid Split Criteria. Distribution may vary in view of public procurement policy, Make in India.
5. **Delivery Schedule:** As per Scope of supply specified in tender document with specified period.
6. **FOR:** Ordnance Equipment Factory, Kanpur, Phool Bagh, Kanpur-208001, Uttar Pradesh, India (Delivery schedule as per GeM bid).
7. **Delivery and Price:** Delivery & Prices should be on F.O.R destination (Ordnance Equipment Factory Kanpur, a unit of Troop Comforts Limited) basis. Other terms as per GEM General Term and Condition.
8. **Specification:** The offered Machine should be strictly as per specifications mentioned / uploaded with the GeM bid.
9. **Scope of Supply** – Scope of contract on acceptance of bidder’s offer shall be:
  - a. Supply of machine as specified, with spares as specified.
  - b. Erection and commissioning of the machine as specified.
  - c. Detailed documentation and training of OEFC personnel, in operation and maintenance of the equipment as specified.
  - d. To fulfill the contract terms, the seller will have to subject the machine to test and extend warranty / after sale services as specified.
  - e. To ensure completeness of the machine(s), the seller shall include in his scope of supply all auxiliary items like piping, interconnecting cables, initial filling of oils and lubricants and such other items which will be necessary for running of the machine.
10. **Packing Conditions:** The Machine(s) 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. Each package shall contain a Packing Note quoting Purchase Order number and date showing its co

contents in detail. Each package shall be properly marked with Purchase Order No., Consignee's name & address, gross weight, package-handling instructions etc. The package shall have adequate provision for handling during transit and at destination. The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. In case of Imports, items packed with raw/ solid wood packing material should be treated as per ISPM-15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the seller must always supply these sheets direct (at the same time). The packing shall allow for easy removal and checking of Machine(s) on receipt and comply with carrier's conditions of packing or established trade practices. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

#### **11. Tropicalisation:**

- a. The machine should be capable to function after installation as per climatic conditions of the place of delivery, as per TE.
- b. All the functions of the machine, its hydraulic system, electrical system and control system, shall be tropicalised to work trouble free and with full efficiency under above conditions, continuously for 20 hours as day.
- c. The machine design should take care-of increase in temperature over ambient due to heat generated by the equipment offered.
- d. Performance tests will cover working in the above environment.

**12. Pre-Dispatch Inspection:** The following Pre-Dispatch Inspection clause will form part of the contract placed on successful Bidder

- a) The OEFC's representatives will carry out Pre-dispatch Inspection (PDI) of the machine (s) in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity.
- b) The seller shall intimate the Buyer at least 15 days before the scheduled date of PDI. The Buyer will send his authorized representative(s) to attend the PDI.
- c) The buyer (OEFC) reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of one month from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing to the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer require for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned herein above that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.
- d) All costs associated with the stay of the buyer's (OEFC's) Representative(s) includi

ng travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the buyer (OEFC).

e) Buyer (OEFC) reserves the right to waive PDI at firm's premises (with mutual agreement with the seller) and inspection of machine may be done at OEFC in presence of the seller's representative. In such event 100% payment will be made after satisfactory commissioning of machine at the factory.

f) When boxes or containers received by the Buyer are opened for assembly / installation, joint checking will be done by Buyer and Seller for conformance to quantity and description mentioned in the invoice. In case of any discrepancy, the Seller shall make good the same at his cost.

g) **Pre-Dispatch Inspection at Seller premises (Fee / Charges to be borne by the BUYER):** Before dispatch, the machine(s) 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 machine or its spares thereof for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative / Nominated External Inspection Agency and the date for testing. The machine(s) would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the machine(s) finally received at his location shall in no way be limited or waived by reason of the machine(s) having previously been inspected, tested and passed by Buyer / Consignee or its Nominated External Inspection Agency prior to the machine(s) shipment. While bidding, the sellers should take into account 15 days for inspection from the date of email offering the machine(s) for inspection. Any delay in inspection beyond 15 days shall be on the part of the buyer and shall be regularized without Liquidated Damages.

f. In addition to PDI, inspection of machine at OEF, Kanpur will also be carried out by the team nominated by CFA. After issuance of Inspection Certificate / report, 90% payment + 100% Taxes process will be carried out accordingly.

**13. Inspection authority:** General Manager, Ordnance Equipment Factory, Kanpur or his authorized representative.

**14. Inspection place:** Ordnance Equipment Factory, Phool Bagh, Kanpur, Uttar Pradesh, India, PIN- 208001.

**15. Inspection and Technical documents requirements:**

a) The supply made against respective orders will be subject to Buyer's inspection at his premises. The Seller shall be responsible for machine or part thereof supplied till the same have been inspected and accepted by Buyer. In case the machines or parts thereof are rejected at the time of inspection at Buyer Place or the rejections are noticed at the time of further processing the Seller will be informed of these rejections. On receipt of this information the Seller shall immediately arrange to collect the rejected machine or part thereof at his cost and risk and arrange for the replacement of machine or part thereof within the shortest possible time. Under no circumstances the Seller shall compel the Buyer to rework the rejected machine or part thereof. The rejected machine or part thereof will lie in Buyer's premises at the risk and cost of the Seller, pending receipt of disposal instruction from them.

b) Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the Seller's premises the machine and parts thereof and workmanship of all machine and parts thereof to be supplied under the Contract, and if the part of the machine are being manufactured at other premises the Seller shall obtain Buyer's or his authorized representative's concurrence to inspect, examine and test as if the said stores are being manufactured at the Seller's premises. Such inspection, examination and testing, if made shall not release the Seller from any obligation under the Contract. If the defects are not remedied within a reasonable /stipulated time, the buyer may proceed to rectify the defects at the seller's risk & cost but without prejudice to any other rights which the buyer may have against the Seller in respect of their failure to remedy such defects. All costs related to inspections and re-inspections shall be borne by the Seller. The cost of inspection staff/ third party specified by the Buyer shall be borne by Buyer, unless otherwise specifically agreed. When the Contract provides for tests on the premises of the Seller or any of his Sub-seller/s, Seller shall be responsible to provide assistance such as, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the Buyer only if specifically agreed.

#### **16. Erection and commissioning:**

a. The seller shall have to supply detailed design and dimension drawing for foundation / erection of the machine. Necessary site data, as required will be provided by the buyer.

b. Construction of foundation and other Civil Engg. Works as per seller's design drawing shall be carried out by the buyer.

c. The buyer will arrange supply of electrical power, water, etc. to one desired point near the machine. All other interconnecting line or items shall be within scope of supply of the seller.

d. Seller's representative shall carryout checking of foundation and related services before erection work is taken up and advice buyer of corrective action, if any.

e. Erection work will be carried out by buyer under supervision of seller's specialists. Necessary manpower and normal tools, tackles etc. will be made available by buyer. Special tools, gadgets etc. are to be brought by the seller on returnable basis.

f. To facilitate speedy assemble and erection of the machine all mating parts and control elements / wires should be labeled properly for identification before dispatch from the seller's works.

g. Engineers of the seller engaged in erection, commissioning work may make their own lodging arrangement.

h. Boarding charges will have to be borne by the seller's Engineers themselves.

i. The packages will be handed over to the seller near the site of erection and thereafter care and custody of all items will rest with the seller. Normal security facilities will be made available.

j. A record of daily progress schedule of erection, planning etc. will have to be maintained and signed by seller's and buyer's representative daily.

k. Power, water and jobs for trial run, in reasonable number, would be made available free of cost during erection and commissioning stages.

l. Commissioning of the machine(s) shall be carried out by the seller immediately after erection. It is the seller's responsibility to satisfactorily prove to the buyer, the conformance to the performance parameters of the plant delivered.

m. Seller shall make available consumables, commissioning spares, perishables for trial runs; special tools and tackles etc. as and when necessary to facilitate unimpeded progress of erection and commissioning.

n. Seller's personnel shall follow STEC/IE Rules / Other safety guidelines, apprise themselves of it and shall not jeopardize theirs and other's safety while working.

o. Seller shall be liable for the conduct of its personnel and should deploy those who have not participated in anti national activities. Seller's personnel shall abide by the norms of security of the factory.

p. Notwithstanding stage wise inspection being done by the buyer's representative, it shall not relieve the seller from his obligations of satisfactory erection and performance trials or guarantee.

q. Unless the full supply is made as per contract, any part supply kept in the custody of the buyer is at the risk of the seller. The seller should send his representative for survey within 48 hours or receiving any intimation on arrival of consignments in damaged condition.

r. The representative of seller should inspect and confirm that the machine(s) has been delivered completely. The items should also be tallied consignment wise with the invoice / packing slips to ascertain that no further shortages remain to be recovered within the contract price. On satisfaction by the buyer that the machine has been completely supplied and confirmed by the seller that they have been properly erected, it is fit to be operated / taken over by the buyer.

**17. Ground Rent:** If the machine and parts thereof supplied by the seller is rejected at the factory premises, the seller is required to lift the rejected machine and parts thereof within 30 days of issue of rejection I-Note. Buyer have right to recover a charge for the storage space at @1% of the cost of machine and parts thereof un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the machine and parts thereof, as the case may be. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of machine and parts thereof, the machine and parts thereof 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. Ground rent shall 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, buyer is entitled to recover the ground rent due and all incidental expenses from EMD/PSD.

**18. Acceptance of Machine or its spares thereof:** Material on arrival at Buyer's premises (OEFC) will be inspected by General Manager OEF, Kanpur or his authorized representative as per T&C of GeM bid. The test certificate and relevant supporting documents should be sent along with the consignment.

#### **19. Payment Terms:**

- **In case of PDI at firm's premises** -90% value of material plus 100% Taxes , Duties if any, less LD due to delayed supply, if any, will be paid after receipt of machine in safe & good condition at OEF and acceptance of the machine at Ordnance Equipment Factory Kanpur (OEFC) against submission

n of PBG / warranty Bond amounting to 3% of contract value and valid till two months after warranty period and submission of Tax receipt. Balance 10% value of material plus 100% Erection & Commissioning (E&C) charges shall be paid after successful commissioning of machine.

- **In case PDI waiver-** 100% payment will be processed after successful erection and commissioning of machine.

**20. Guarantee of Supplies:** The seller / seller shall guarantee:

- i. Compliance of technical and other parameters mentioned in the specification, and contract.
- ii. Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation.
- iii. Adequate factors of safety for all parts of the equipment to withstand the mechanical and/or electrical stresses developed therein under specified operating conditions.
- iv. Performing data furnished/specified for the equipment shall be actually obtainable when the equipment is installed and tested at site.

**21. Comprehensive Warranty Clause:**

**(i) Warranty Period:** The supplier shall provide a comprehensive on-site warranty for the machine and all its components, sub-assemblies, accessories and software (if any) for a period of **one year** from the date of successful installation and commissioning.

**(ii) Scope of Warranty:** During the warranty period, the supplier shall be fully responsible for the satisfactory performance of the machine. The warranty shall be **comprehensive in nature** and shall cover:

- Any manufacturing defect.
- Any functional defect.
- Any design defect.
- Any defect arising during operation under normal usage conditions.
- Failure of any component, sub-assembly or accessory.
- Performance deterioration affecting the intended output of the machine.
- Any defect or non-performance observed during the warranty period shall be treated as covered under warranty.

**(iii) Obligation to Rectify & Replace:** During the warranty period, the supplier shall:

- Rectify all defects and failures **free of cost**,
- Replace any defective part/component/sub-assembly **free of cost**,
- Supply all spares required for rectification **free of cost**,
- Provide all labour, tools, consumables and logistics **free of cost**,
- Carry out repairs at site within the response time specified in the tender.

- No payment whatsoever shall be made by the purchaser towards spares, labour, travel, or any incidental expense during the warranty period.

**(iv) Downtime Clause:** If the machine remains non-functional for more than 10 days due to reasons attributable to the supplier, the warranty period shall be extended by the equivalent downtime period.

**(v) Failure to Rectify:** In case the supplier fails to rectify the defect within the stipulated time, the purchaser shall have the right to:

- Get the defect rectified from any third party at the **risk and cost of the supplier**, and/or
- Forfeit the performance security deposit.

**(vi) Exclusions:** The warranty shall not cover damage caused due to:

- Misuse, negligence, or operation contrary to manufacturer's instructions,
- Unauthorized modification or repair by the purchaser,
- Force majeure events.

However, **burden of proof of exclusions shall lie on the supplier.**

**(vii) Zero-escape clause: "Any failure of the machine or any of its parts during the warranty period shall be deemed to be a warranty defect unless the supplier conclusively proves otherwise."**

**(viii) Warranty of Supplies:**

i. The seller / supplier shall warrant that the equipment will be in accordance with the specification/contract suitable in design and workmanship for conditions envisaged in the specifications.

ii. The seller / supplier shall give warranty that the machine or its spares thereof will be free from defects in design, material and workmanship.

iii. Seller's obligations under the warranty shall involve repair, rectification and making good at site any defect, imperfection or fault attributable to defective design, material or workmanship.

iv. If the machine or its part thereof found to have a defect that can be assumed to be present also in some other portion of the machine or its part thereof, the Seller shall investigate whether such further defect is present, and shall make good any further defects found.

v. Inspection by buyer's representatives at various stages would not relieve the seller of his obligations under the warranty.

vi. Warranty period will be for 12 (twelve) months after commissioning and final acceptance of the machine. But this will not be beyond 18 (eighteen) months from the date of delivery for indigenous equipment or 21 (twenty one) months from date of delivery for imported equipments, in case of delay in final acceptance for causes not attributable to the seller. This is also called Defect Liability period or Defect Correction period.

vii. The seller shall be asked to furnish PBG / Warranty Bond (Bank Guarantee) for 3 % of contract price valid for two months after warranty period, as security for its warranty.

anty obligations, before release of final 10% payment. The format for PBG / Warranty Bond is as per GeM Format.

**22. General conditions of Warranty:** Unless special Warranty/Guarantee clause has been stipulated in the invitation to tender or any of its Annexure, the following Warranty shall form part of the TE and contract placed on the successful bidder:

- The seller hereby warrants that the machines supplied to the buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars mentioned in the said contract.
- The seller/seller further warrants that the plant/equipment would continue to conform to the specified description and quality and would be free from any nonconformity with the requirements of the contract (hereafter referred to as a 'defect') due to faulty design, materials or workmanship, for a period called 'warranty period' or 'defects liability period' as defined below:
  - 12 (twelve) months from the date of commissioning and final acceptance of the plant/equipment at the buyer's site, in case of turn-key supply contracts, or
  - 12 (twelve) months from commissioning and final acceptance of the plant/equipment at the buyer's site or 18 (eighteen) months from the date of delivery for indigenous equipment or 21 (twenty one) months from date of delivery for imported equipments, whichever is earlier, in case of other contracts.
- If the commissioning/acceptance of the Machine(s) is delayed due to fault of seller/seller, the warranty period will automatically get correspondingly extended further for the delayed period.
- Notwithstanding the fact that the buyer (or his representative) may have inspected and/or approved the machine(s), if any defect is discovered in the machine(s) during the aforesaid warranty period and the decision of the buyer in that behalf shall be final and binding on the seller, the buyer shall be entitled to call upon the seller to rectify such defect.
- The buyer shall notify the defects to the seller in writing without undue delay after the defects are noticed, and in any event not later than thirty (30) days after the expiry of the warranty period.
- Upon receipt of notice from the buyer about any defect that occurs during the warranty period, the seller shall respond immediately and make good the defect within a reasonable period, or such specific period as may be allowed by the buyer at the request of the seller, without any charges and costs to the buyer.
- If the machine(s) found to have a defect that can be assumed to be present also in some other portion of the plant/equipment, the seller shall investigate whether such further defect is present, and shall make good any further defects found.
- If a defect appears, requiring immediate action due to the risk of resultant damage, and if the seller cannot make immediately arrangement to rectify the defect, the buyer is entitled to apply all necessary measures to prevent

nt or limit damage. This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or willful damage on the part of the buyer.

- Parts replaced or repaired under the above provisions shall be subject to the same warranty from the seller, and under the same conditions as apply for the rest of the machine(s), for a period of one (1) year after such replacement or repair has been effected. The warranty period for the rest of the machine(s) shall be extended only by the time during which it was out of operation as a result of defects covered by the above provisions. Nothing contained in this clause shall however extend the warranty period by a period beyond two (2) years after the commissioning and acceptance of the machine(s).
- Defective parts which have been replaced shall be made available to the seller without cost. However, the seller shall be responsible for lifting the defective parts and transporting the same at his cost from buyer's place within mutually agreed time period.
- In case of failure on the part of the seller to fulfill any warranty obligations, the seller shall pay to the buyer such compensation, as may arise from the breach of the warranty herein contained."

### 23. **Training:**

a) The Tender/contract shall explicitly provide training for the operators, engineers and other technical persons of OEFC for acquainting themselves with operation/maintenance of the machine and gaining proficiency in the use of the equipment.

b) **Place of Training:** Ordnance Equipment Factory, Kanpur, Phool Bagh, Kanpur, Uttar Pradesh, India, PIN- 208 001

c) **Period of Training:** 05 days.

### 24. **Integrity Pact (IP):**

(a) 'Pre Contract Integrity Pact' would be signed between the Factory and the bidders for all procurement of P&M over Rs 50 Lakh. The Integrity Pact would be a binding agreement between Factory and bidders for specific contracts in which the government promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes.

(b) The IP format is given in appendices.

### 25. **Taxes & Duties:**

GST: Rate of GST or any other Tax chargeable should be clearly indicated in the offer / bid as inclusive in the price quoted or extra. If not indicated, Buyer will assume that the rates quoted are inclusive of taxes.

26. **Liquidated Damages (LD):** Seller is required to supply, install, commission and tested the machine **within the Delivery Period** as stipulated in the bid, failing which L.D. @ 0.5% of the contract value for each week or part of a week for which the delay has occurred, subject to maximum of 10% of the value of contract. Liquidated Damages are to be calculated on the basic cost (excluding taxes & duties) as indicated in the contract.

**27. Installation, Commissioning and Testing period:** The Machine should be successfully installed, commissioned and tested **within Delivery Period** after receipt of Machine at OEF, upon which "Installation, Commissioning and Testing Report" signed by the nominated OEF representatives, shall be provided by the Seller to OEF.

**28. Earnest Money Deposit:**

a) EMD for a value of Rs. **3% OF THE ESTIMATED TENDER VALUE ( IF APPLICABLE IN THE TENDER ENQUIRY)** to be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt /Banker's Cheque / Bank Guarantee (in prescribed format) from any of the Commercial banks / payment online (to be specified, on implementation). **EMD should be valid for 90 DAYS beyond the validity of the bid.**

b) EMD shall be submitted in favour of beneficiary "As specified in bid".

**29. Performance Security Deposit (PSD):**

(a) The Seller (successful bidder awarded contract) shall deposit **3% of the total contract value including taxes & duties as Performance Security Deposit** by way of Account Payee Demand Draft/Banker's Cheque/Fixed Deposit Receipt from a Commercial Bank of India/Bank Guarantee in the prescribed GeM format from a Commercial Bank of India (for Indigenous Sellers)/ Bank of International repute for which counter guarantee is given by Indian Bank (for Foreign Sellers) within specified date (normally **15 days** after notification of the award of contract/ date of acceptance). Indemnity Bonds may be accepted as PSD from Central PSUs.

(b) **The PSD/Performance Bank Guarantee should be valid for additional period of 60 days beyond the delivery date of completion of all contractual obligations including Warranty period (if any).** In the event of the Contractual delivery period being extended by the Buyer, the Seller shall be responsible to ensure that the validity of the Performance Guarantee is also simultaneously extended/re-validated so that it is valid for additional period of 60 days beyond the new delivery date of completion of all contractual obligation including warranty period (if any).

(c) In the event of non-performance of the machine and if Seller fail to attend the defects within reasonable period of time, the PSD will be forfeited /the Performance Bank Guarantee will be encashed. In case any claims or any other contract obligations are outstanding, the Seller shall extend the Performance Bank Guarantee as requested by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee shall also be liable for encashment/forfeited if conditions regarding adherence to delivery schedule and other provisions of the contract are not fulfilled by the Seller. The Buyer decision shall be final and binding in this regard.

(d) PSD will be submitted in favour of beneficiary "As specified in bid". The Seller should send original copy of PSD to Factory /Unit concerned first with a copy to Troop Comforts Ltd. After verification/confirmation of genuineness by the relevant Bank.

(e) Other terms as per GEM General Term and condition.

**30. Termination Clause :** Buyer reserves the right to cancel the order with 15 days' notice without any financial liability in the event of any of the following:

(a) 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.

(b) When the Seller fails to honour any part of the contract including failure to deliver the contracted stores/ render services in time.

(c) Adulterated supplies as determined according to Prevention of Food Adulteration Act, 1954 and Rules, 1995 as amended from time to time.

(d) Supplies inferior to the specified quality.

(e) Unbranded/deceptively branded / spurious supplies against branded items in the Purchase Order.

(f) Time expired supplies.

(g) When the Seller is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

(h) Based on the decision of Arbitration Tribunal.

(i) The seller is declared bankrupt or become insolvent.

**31. Insolvency:** If the Seller enters into liquidation, whether compulsory or voluntary (otherwise than or amalgamation or reconstruction with another party taking over all his rights as well as commitments) 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.

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.

**32. Appropriation:** 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 may become due to the Seller in this or any other contract entered by Buyer as a whole its Divisions and Branch Offices etc., held by him/her alone or in partnership with others.

Should this sum be not sufficient to cover the full amount recoverable, the Seller shall pay to Buyer on demand the remaining balance due within 30 days of such written notice. The remaining balances due, if any, will be recovered through due process of law in case seller becomes defaulter.

**33. Applicable Laws/Jurisdiction:** All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits whose jurisdiction the place from which the Acceptance of Tender is issued, is situated. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of the Republic of India, as may be in force from time to time.

**34. Arbitration:**

i) Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bilateral discussions.

ii) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, which cannot be settled amicably within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settled by arbitration.

iii) The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (amended time to time) and the award of such Arbitration shall be enforceable in Indian Court only. The law applicable to arbitration shall be Indian law. In case of Foreign Seller, Indian law of foreign law to be decided by contracting parties is applicable.

iv) The arbitration tribunal shall be consisting of sole arbitrator. The sole arbitrator shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above through mutual discussions and referred to CMD TCL HQRS. for appointment of the Sole Arbitrator with the mutual consent of the parties. The Arbitrator so appointed shall be a Government Servant /Ex Government Servant (with mutual consent) who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. Failing which the arbitrator shall be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (amended time to time) at the request of either party or by dispute resolution institutions like Indian Council of Arbitration or ICADR, but said nomination would after consultation with both the parties. The Award of arbitration shall be final and binding on the parties to this contract.

### **35. For CPSUs/DPSUs:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-Charge of the Department of Public Enterprises.

The Arbitration and Conciliation Act, 1996 (amended time to time) shall not be applicable to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice and Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively.

The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. If the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

**36. Bribes:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. 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

r 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 contract and all or any other 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 had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any 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 contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

**37. Sub-contracting/Sub-letting with the permission of the Buyer:** Seller shall not be entitled without buyer's prior written consent to Sub-contract/Sublet to a third party all or part of the benefits or obligations of the Contract (even by way of change of ownership or control), except as expressly permitted in this Contract if any, to sub-contract any of its rights and interest under this Contract.

**38. Works & Payments during Arbitration:** Work under the Contract shall be continued by the Seller during the arbitration proceeding, unless otherwise directed in writing by the Buyer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained, and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Buyer shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

**39. Fall Clause:** The price quoted shall be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the Seller reduces the sales price, sells or offers to sell such stores to any person/ organization including the Buyer or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Buyer and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced with due allowance for quantities and intervening time period.

**40. Immunity to the Government of India:** It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contract solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that buyer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Seller expressly agreed acknowledges and understand that buyer is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives releases and foregoes any and all actions, includ

ing counterclaims, impleader claims or counter claims against the Government of India arising out of this contract and covenants as to any manner, claim cause or action or this whatsoever arising out of or under this contract.

**41. Amendment & Waiver:** Any amendment to Purchase Orders / Contracts would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto. Failure of either Party at any time to enforce any of the provisions of this Contract shall not per se constitute a waiver by that Party of any such provisions nor in any way affect the validity of the Contract or any part hereof.

**42. Classified/Confidentiality:** The conditions are as follows:-

a) This Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees.

b) 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.

c) The Party Disclosing information is termed as Disclosing Party and the Party receiving information is termed as Receiving Party, Each Party undertakes:

i) to keep the other Party's Confidential Information confidential using the same degree of care as the receiving Party uses to protect its own Proprietary Information against public disclosure but in no case any less degree than reasonable care; and

ii) not to make any disclosure of the other Party's Confidential Information to any third party and to use the same only for the Purpose; and

iii) not to make any copies of the other Party's Confidential Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organization save as is strictly necessary for the Purpose; and

iv) not to assign the rights and obligations of the Parties without their prior written consent thereto.

d) Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:

i) is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or

ii) is lawfully obtained by the recipient from a third party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or

iii) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or

iv) is independently developed by the receiving Party.

v) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information. Or such disclosure is limited to those persons to whom the Receiving Party is legally compelled to disclose the information to; and

e) The technical information provided by SELLER under this Contract shall be treated as confidential by the BUYER and shall be used by BUYER only for purpose intended and shall not be disclosed to any third party.

f) The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract.

g) The BUYER shall limit access of technical documentation being provided under this Contract only to such of its employees involved in relevant operations concerning the equipment on a need to know basis.

h) Non-adherence to this Clause by the Seller shall be treated, amongst others, as a material breach of this Contract.

#### **43. Force Majeure:**

a) If at any time during the execution of the supply order, the performance in whole or in part by either Buyer or and by the Seller(s) is / are delayed by any reason of force majeure situations such as acts of 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, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

b) The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

c) The Buyer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Seller regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Buyer shall have the right to cancel the order without any financial implication to the Buyer or on terms mutually agreed to.

#### **44. Completeness of offer and acceptance:**

a. Offer shall be complete in all respects including price. In-complete offers will be summarily rejected.

b. Completed offer shall be submitted in triplicate.

c. The price bid and the technical bid shall be identical except that in technical bid the price shall be left blank.

d. Offers with price escalation clause are liable to be rejected.

e. The buyer reserves the right to ignore any offer without assigning any reason.

**45. List of documents to be supplied:**

- a. The documentation should be entirely in English.
- b. All documents should be supplied in 03 copies.

**46. Mandatory documents:-**

- a. Maintenance manual (Mechanical, Electrical & Electronics)
- b. Electrical Wiring Diagram.
- c. Circuit diagrams and working of power supplies inside the control system.
- d. Troubleshooting techniques.
- e. Detailed Maintenance Manual with maintenance instructions on all peripherals devices like CRT / LCD / TFT etc.
- f. Diagnostic manual with instructions to use in different diagnostic tests.
- g. Programming Manual.
- h. Operational Manual.
- i. Spare Part Manual.
- j. Packing List.
- k. Two copies pictorial catalogue / technical literature, in English language should be submitted with technical bid.

**47. Desirable documents:**

- a. Component list / component specification.
- b. List, circuit diagram, detailed description and interconnection details of all PCBs.
- c. Cable assembly details.
- d. Hydraulic systems, refrigeration system, lubrication system manual along with specification of all type of oil / lubricants required.

**Note:** In the event of documents found not up to the mark on receipt / examination at the engineers works, the contract will be terminated without any compensation to the seller. This will however be without any prejudice to the rights of the buyer for compensation owing the failure of the seller to perform.

**48. Users:**

- a. There should be sizeable population of the offered machine or its similar model, working satisfactorily in India.
- b. The bidder has to enclose a list of Indian users with their full address, contact person(s), telephone numbers(s), e-mail, fax, etc. to whom they have supplied the offered or similar model along with technical bid.

c. The users list should contain the users who have purchased the offered model during last 5 years only.

d. The machine must be CE marked which shall be duly approved by notified certification body for CE marking.

**49. Exit Criteria:** The contract/order may be terminated under the following circumstances:

a) 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 with 01 month's advance notice without any financial implication to Buyer. Notwithstanding, the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period of 02 years as per latest guidelines issued by MoD/Govt. of India.

b) If there is change in Buyer requirement, contract shall be terminated with 01 month advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure following:-

i) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully takes over the balance work.

ii) Transfer title and deliver all or any part thereof of the supplies, materials, work-in-progress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.

iii) Supply of components and spares at least for a period of 10 years from the date of such termination.

c) The Seller is declared bankrupt or becomes insolvent.

d) The delivery of material is delayed due to causes of Force Majeure by more than (Months).

e) Based on the decision of the Arbitration Tribunal.

**50. Cartel Formation:**

a) Cartel formation or quoting of pool rates or quoting in collusion is against the basic principle of competitive bidding and shall attract penal and punitive measures; including suspension/banning of such Bidders for a specific period as per Procedure for Penal Action in OFs/ Units of OFB under the Guidelines of the Ministry of Defence for Penalties in Business Dealings with Entities in vogue, apart from reporting to the Competition Commission of India, other Regulatory Authorities, Chambers / Association of Commerce, etc.

b) Whenever all or most of the approved firms quote equal rates in CARTEL, the buyer reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for placement of order would be based on a pre-determined ranking of the firms.

c) The buyer reserves the right to delete the registered firms who quote in CARTEL from list of approved/registered sources or to debar them for competing for a period to

be decided by the buyer.

d) The name of the newly registered firm which enters into CARTEL on getting registered will be summarily deleted from the list of registered sellers.

e) New firms will have to submit an undertaking that they will not be part of a cartel with other sellers and will quote competitive rates in the tenders; otherwise would face expulsion from the list of seller.

**51. Access to Books of Accounts :** In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.

**52. Non-disclosure:** 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.

**53. Applicable Currency:** Bidders shall quote and be paid only in Indian Rupees (INR).

**54. Paying Authority:** The organization of the Local Accounts office OEFC concerned or their subordinate offices or any paying authority authorized to make payment for such procurements will be the Paying Authority. The name, address and contact details of the Paying Authority are: LAO OEFC Kanpur.

**55. Document to be submitted for Effecting Payments:** The Seller submit the requisite documents to the Paying Authority to enable effecting the payment.

i) Ink-signed copy of Sellers Bill/ Commercial Invoice/ Contingent Bill.

ii) Acceptance certificate in Pre-Dispatch Inspection.

iii) Inspection Note (and User Acceptance, if applicable).

iv) Certificate of Inspection signed by the representative nominated by the General Manager, OEF, Kanpur (for 90% payment) / Certificate of "Installation & Commissioning" (for balance 10% payment) jointly signed by the representative of Seller and representatives nominated by the General Manager, OEF, Kanpur.

v) Packing List.

vi) Copy of Challan.

vii) Copies of Supply Order/ Contract along with all amendments to the Supply Order/ Contract.

viii) If DP was extended, copy of the amendment (s) to the Supply Order/ Contract duly indicating whether the extension was granted with or without LD.

ix) Claim for statutory and other levies to be supported with requisite documents/ proof of payment, like GST Invoice, Excise Duty Challan (wherever applicable), Customs Duty Clearance Certificate.

x) Guarantee / Warranty certificate.

xi) Name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)

xii) Any other document / certificate that may be provided for in the consequent Supply Order/ Contract. (**Note** – Apart from above indicative list, the documents relevant to the procurement undertaken through GeM portal shall be submitted).

#### **56. Marking:**

a) Marking for Indigenous supply:- The following markings on two opposite faces and top side should be stenciled in legible ink on the packing cases containing the consignments at the time of dispatch:

i. Contract No. & Date:

ii. Name of the consignee:

iii. Full address of consignee:

iv. Total No. of packages & Sl. No. of package:

v. Up right arrow:

vi. Gross weight:

vii. Special marking for case:

viii. Brief nomenclature of machine:

ix. Slings position:

#### **57. Insurance:**

Sellers shall be responsible for insurance of the machines during erection and commissioning. In this connection, the seller shall arrange "Erection All Risks Insurance" of sufficient amount along with coverage for construction / erection equipment as well as third party claims in respect of property damage or bodily injury. The seller shall also be responsible for insurance for personnel engaged by them in the erection work.

**58. After Sale Support:** The contractor shall provide after sales service of the equipments for at least 10 (ten) years after the expiry of warranty period, which will comprise of the following:

a) To render free technical advice on any matter of the equipment.

b) To quote and supply all spare parts / accessories / sub-assemblies at a reasonable price and delivery schedule.

c) To make available the services of suitable specialists on reasonable terms.

d) Firm have to submit declaration for AMC of subject machine for further 10 years after completion of comprehensive guarantee / warranty period.

e) Firm should have submit /provide the cost of AMC per year for 10 years after completion of comprehensive guarantee / warranty of machine. (AMC rates will not be considered as part of machine cost for deciding L-1 ranking).

#### **59. Guarantee to provide Spares:**

- a) The seller shall be committed to make available the spares including consumable spare parts for 10 years period from the completion of the warranty period.
- b) Acceptance of tender for the supply of machine against this TE will be subject to bidders certifying that they have adequate servicing and spare parts facilities in respect of the machine tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the machine.
- c) Bidders shall also undertake that supplied of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis.
- d) The successful bidder shall warranty that before going out of production of the spare parts, he will give adequate advance notice to the buyer so that the latter may order his requirements of spares in one lot, if he so desires.
- e) The successful bidder shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the buyer as and when required in connection with the machine to enable the buyer to fabricate or procure spare parts from other sources .
- f) In case spares are also ordered with the machine, tender will undertake to offer spares for delivery along with the main machine only and not before.

**60. Manufacturer's Recommended List of Spares (MRLS):**

- a) Bidders are requested to provide MRLS to sustain the equipment for a period of 20 years after warranty period in the prescribed MRLS format.
- b) Maintenance spares including consumable spare parts/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
- c) In 'Remarks' column following information (if applicable) be given:-
  - i. If an item has a shelf / operational life it may be indicated.
  - ii. Matching set of components be indicated.
  - iii. Items which cannot be manufactured in India due to sophisticated design/technology may be indicated.
  - iv. If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be indicated.
  - v. Modules / assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / assembly.

**61. Acceptable Year of Manufacture:** Unless stated other-wise in the TE, the machines supplied shall be of current manufacture. Quality/ Life certificate will need to be enclosed by the Seller along with the Bill.

**62. Quality:** The quality of the stores offered shall strictly comply with the technical parameters contained in the Technical Specifications & its related standards and shall be new & of current manufacture. The mode of Inspection may be Buyers Inspection / Joint Inspection/ Self- certification. The inspection of the stores may be Pre-dispatch Inspection (and/ or) Joint Receipt Inspection/Buyers Receipt Inspection to check their compliance with the Technical Specification.

**63. Public Procurement (Preference to Make in India) Policy:** Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by DIPP, Ministry of Commerce & Industries vide letter No. P-45021/2/2017-B.E-II dated 15-06-2017 along with MoD I.D No. 59011/8/2015-D(HAL-II) dated 19-07-2017 and subsequent amendment issued by DIPP dated 28.05.2018 shall be followed. No such restrictive clauses should be mentioned in terms and conditions of tender enquiries including matter like turnover, production capability and financial strength for the bidders that would be advantageous to the foreign manufactured machine or its spares thereof at the cost of domestically manufactured machine or its spares thereof. The minimum local content shall ordinarily be 50%. The Requirement of Purchase Preference under PPP-MII, Order 2017 is as follows:-

a) If the estimated value of procurement is Rs. 50 lakhs or less for which sufficient local capacity and local competition available, only local sellers shall be eligible to participate.

b) In the procurement of machine or its spares thereof more than Rs. 50 lakhs and which are divisible in nature, following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local seller, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local seller, 50% of the order quantity shall be awarded to L1.

iii. Thereafter, the lowest bidder among the local sellers will be invited to match the L1 price for the remaining 50% quantity subject to the local sellers quoted price falling within the margin (20%) of purchase preference, and contract for that quantity shall be awarded to such local seller subject to matching the L1 price. In case such lowest eligible local seller fails to match the L1 price or accepts less than the offered quantity, the next higher local seller within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on, and contracts shall be awarded accordingly. In case some quantity is still uncovered on local sellers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurement of machine or its spares thereof more than Rs. 50 lakhs and which are not divisible in nature, following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local seller, the contract will be awarded to L1.

ii. If L1 is not from a local seller, the lowest bidder among the local sellers, will be invited to match the L1 price subject to local sellers quoted price falling within the margin (20%) of purchase preference and the contract shall be awarded to such local seller subject to matching the L1 price.

iii. In case such lowest eligible local seller fails to match the L1 price, the local seller with the next higher bid within the margin of preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local sellers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

**64. Public Procurement Policy for MSEs Order, 2012:** Note for MSEs (Micro & Small Enterprises)

1. MSEs(Registered with district Industries centres or Khadi and Village Industries Commission or Khadi and Village industries Board or Coir Board or NSIC or Directorate of

f Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises) Quoting price within price band of L1+15%, shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from some one other than a MSE and such MSE Shall be allowed to supply up to 25% of the total value of the quantity to be covered against the TE, subject to submission of valid documentary proof submitted along with technical bid. MSE benefit will only be given to OEMs participating directly in the TE and not to their Sole selling agents/Authorised dealers. The participating firm are required to declare the Udyog Aadhaar Memorandum (UAM) Number failing which firm will not be able to avail the benefits to MSEs as contained in Public Procurement Policy for MSEs order, 2012.

2. In case none of MSE is falling within L-1&/or L-2 &/or L-3 in pre-determined distribution of quantity, 25% of quantity to be covered and shared equally amongst all the MSEs who have quoted price within price band of L-1 + 15% and accepts L-1 rate as per MSE provisions. 3. 5% sub target within 25% of tendered value is earmarked to MSE owned by SC/ST entrepreneur provided that in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 5% sub target for procurement earmarked for MSEs owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises. To avail this benefit, firm has to submit their claim along with technical bid.

**65. Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

- a) Only Bids that fulfill all the eligibility & qualifying requirements of the TE, both technically and commercially, shall be considered for evaluation.
- b) In Two-Bid system, the Technical Bids shall be evaluated with reference to the technical requirements of the stores/ service prescribed in the TE. The Buyer may obtain technical clarifications during the evaluation of the Technical Bids. Further, if considered necessary during the course of Technical evaluation, the Buyer may invite the sellers who meet the essential parameters for technical presentation/ clarification.
- c) The Price Bids of only the technically compliant Bidders shall be opened.
- d) The Lowest Bid (L1) will be decided, from out of the Technically & Commercially compliant Bids, based on the lowest price quoted including Taxes & duties.
- e) The Lowest Acceptable Bid will be considered for placement of contract/ Supply Order, after complete clarifications and price negotiations, if so necessary.
- f) Any other criteria as applicable to suit a particular case.

**66. Price Bid Format :** As per GeM.

**67. Check list for bidders:** All participating bidders are requested to go through the checklist provided with bid before submitting the bid and attach the checklist duly filled and signed.

**Note: ALL THE TERMS & CONDITIONS WILL BE GOVERNED BY GEM GTC / OFB PM - 2013 ALONGWITH LATEST VERSION / AMENDMENTS & GUIDELINES ISSUED BY GOVT. OF INDIA TIME TO TIME IN RELEVANT AREA / FIELD.**

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## 2. **Buyer Added Bid Specific ATC**

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

## 3. **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 in ATC):

Board of Officers

Post Receipt Inspection at consignee site before acceptance of stores:  
Not Applicable

## 4. **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.

## 5. **Generic**

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 %.

## 6. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.**

[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---**