

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	06-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Advanced Weapons And Equipment India Limited
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	31350
वस्तु श्रेणी /Item Category	Pipe Disc to drg. no. SK-9366
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Pipe Disc to drg. no. SK-9366
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	CARTON BOX TO DRG NO P-144(f) IN FINISHED CONDITION, Non Sparking Pipe Wrench (V2), Copper Tube 104.9mm-OFB, Ladder Crevasse Crossing (Defence)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Disc Friction
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	6
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Quality Assurance Plan document	1771926945.pdf
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	14

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

लाभार्थी / Beneficiary :

Ordnance Factory Kanpur
Ordnance Factory Kanpur, Department of Defence Production, Advanced Weapons and Equipment India Limited,
Ministry of Defence
(Ordnance Factory Kanpur)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	In the ratio of 60:40 between L1 & L2 at L1 rate

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. 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.

2. 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.

3. 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.

4. 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.

Pipe Disc To Drg. No. SK-9366 (31350 the number pi)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View
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परिषी/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kanpur Nagar	31350	60

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Part I : Instruction to Tenderers:

- Being Limited Tender Enquiry, only those firms are eligible to participate in this tender enquiry who will get the intimation by OFC.**
- The price quoted against this tender should be firm and fixed. In case of price variation formula (If application) during original delivery period only can be accepted provided the firm mentions the rate of raw material prevailing with date which can be verified from a Govt. or public source.
- Offer should be FOR OFC; otherwise offer is liable to be rejected
- Unloading of goods at OFC will be done by supplier
- A bid shall remain valid for 90 days in case of single bid tender and 180 days in case of two-bid system, from the date of the opening of the tender, unless otherwise specified. A bid valid for shorter period can be rejected by the purchaser as being non responsive, after giving the bidder an opportunity to comply to the tender specified validity period. In exceptional circumstances the purchaser may request the consent of the bidder for an extension to the period of bid validity. Such requests shall be made in writing. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension shall not be permitted to modify his bid.
- Purchaser reserves the right to place order on successful tendered at quoted rates for an option clause for additional quantity upto 25% of the quantity offered by him. Tenderers are bound to accept order for additional quantity

- ty if operated before expiry of original DP as well as refix DP/extended DP
7. Quantity tolerance $\pm 5\%$ can be accepted (as per para 4.9 of AWEILPM-2022)
 8. Firm must bid for the item strictly as per TE specifications and associated drawings. Inspection of the store will be carried out at OFC after receipt of material. Inspection Officer: CGM/OFC or his authorized representative. **Criterion of Inspection:** Relevant product specification and drawing., CGM/ Ordnance Factory, Kanpur reserves the right to change the inspection agency to suit the convenience of the factory and in the interest of the state
 9. Material or other tests as specified in the drawing or relevant standard to be conducted at NABL accredited LAB. Firm has to provide test report from NABL accredited lab with NABL logo on TC with each consignment.
 10. Guarantee/Warranty certificate for conformance of specification and drawings to be provided by the firm. The store supplied against any supply order shall be deemed to have been warranted/guaranteed against defective workmanship and material by the contractor for a period of 12 months from the date of receipt of the store by the consignee
 11. Any defective stores shall be repaired/replaced to the satisfaction of the consignee or replaced at his premises free of cost immediately on notice. The buyer reserves the right to inspect the stores on receipt and discrepancy or defects found shall be reported to the Seller within a period specified in the contract and the seller shall rectify the same within a period specified in the contract on receiving the intimation.
 12. CGM /OFC reserve the right to cancel the supply order after expiry of original delivery period without any intimation.
 13. If firm failed to execute the supply order the condition of AWEILPM 2022 para 4.28 will follow.
 14. All dispute arising out of any contract/ order placed as a result of this tender shall be processed as per AWEIL PM 2022.
 15. 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 forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 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.

16. Access to books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller 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 Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
17. Ordnance Factory, Kanpur is an ISO 14001 certified company and all its vendors are advised not to indulge in any practice which pollutes the environment at the time of delivery of stores. In case of any dispute, AWEIL PM-2022 will follow.
18. In case of any dispute, AWEILPM-2022 will follow.
19. All other terms and conditions AWEILPM 2022 will follow.
20. The standard payment terms shall be 100% payment against Seller's bill by Account transfer through NEFT/RTGS only for accepted materials within 30 days from the date of receipt of material or submission of bills/documents, whichever is later.

PART II:- Technical Specifications:-

Pipe Disc to Drg. No.SK-9366

PART III:- Standard Conditions of Contract:-

1. The bidders are requested to submit the EMD along with the technical bid. The EMD to be submitted in form of FDR, Bank Guarantee or DD in favour of, Ordnance Factory Kanpur . The exemption of EMD will be as per the guideline of AWEIL PM 2022. EMD shall be submitted in favour of Ordnance Factory Kanpur .The EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in an acceptable form. The EMD should be valid for a period of forty-five days beyond the final bid validity period.

EMD should be submitted with following details:

Beneficiary Name: ORDNANCE FACTORY KANPUR

Acct No. 40466075332

IFSC Code: SBIN0000219

Bank Name: STATE BANK OF INDIA, INDUSTRIAL ESTATE BRANCH-FAZALGANJ KANPUR

2. To ensure due performance of the contract, Performance Security Deposit shall be obtained from the successful bidder (s) awarded the contract. Performance Security Deposit shall be obtained from every successful bidder irrespective of his registration status etc. Performance Security Deposit is, however, not necessary for contracts valuing up to Rs. 10 lakh. Above Rs. 10 lakh, PSD is mandatory.

3. The Performance Security Deposit should be for an amount equal to 5% of the contract value.
4. PSD is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding Option Clause, PSD amount may be worked out based on Option Clause quantity. PSD for Option Clause quantity will be returned after 60 days of fulfillment of all contractual obligations of the Option Clause quantity including warranty period (if any).
5. Performance Security Deposit may be furnished in the form of an Account Payee Demand Draft/Banker Cheque, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the purchaser's interest in all respects. PSD should be submitted with following details:

Beneficiary Name: ORDNANCE FACTORY KANPUR

Acct No. 40466075332

IFSC Code: SBIN0000219

Bank Name: STATE BANK OF INDIA, INDUSTRIAL ESTATE BRANCH-F AZALGANJ KANPUR

6. Any interest accrued in FDR submitted as PSD by the vendors shall remain in their account
7. In foreign procurement, Performance Security Deposit will be deposited by the supplier in the form of Bank Guarantee, in the prescribed format, issued by an Indian Public Sector Bank or a Private Sector bank authorized to conduct government business or any International bank for which counter guarantee is given by Indian Bank acceptable to the purchaser.
8. Performance Security is to be furnished by a specified date (generally 30 days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations if any. Therefore, PSD shall be released after 60 days of completion of contractual obligations.
9. Performance Security Deposit will be forfeited and credited to the government (Ordnance Factory Kanpur Account) in the event of a breach of contract by the supplier, in terms of the relevant contract.
10. Please indicate GST Registration No. Supplier must provide a copy of GST Registration Certificate.
11. Supplier must indicate the HSN code of the item If applicable .
12. Firm must submit Invoice with due registration number of GST along with delivery challan at the time of delivery.
13. Material will not be allowed inside the factory without invoice.
14. Suppliers who are not registered must submit an Affidavit "That are not r

registered under GST and they will not charge GST in the invoice “. If at any time during the contract, supplier gets registered under GST due to crossing of threshold limit under GST. They will be eligible to claim taxes as applicable on such supply as per the Time of Supply provisions.

15. If Supplier fails to make the payment of the GST as charged in the invoice or file the return for the corresponding period of supplies made to factory. In such cases of any default, factory shall not make payment of GST component and reserve the right to withhold entire payment and will recover the interest and fine levied by the GST authorities, if any, due to default made by the supplier. To claim the GST component from factory supplier must clear its mismatch if any in invoice filed in the GSTR-1 and submit a copy of GSTR-3 filing Acknowledgement with the factory.
16. If due to any reason, factory rejects the material supplied by the supplier, factory shall issue a debit note to the supplier on the basis of which supplier registered under GST can avail the credit and supplier will issue the credit note to the factory also
17. If the firm fails to supply the store within the stipulated period (delivery period mentioned in the purchase order) liquidated damages will be levied for belated supply @0.5% per week subject to a maximum of 10%.
18. Ground rent will be charged in case of rejected store if the store is not lifted by the firm as per standard terms and conditions mentioned in AW EILPM 2022.

PART IV:- Special Conditions of Contract:-

1. A contract is a legal document and must be governed by certain terms & conditions to protect the interest of both the parties to the contract. It is important that every purchase officer is not only familiar with each conditions of a contract, but that he is also able to take appropriate & timely action to safeguard the rights of the purchaser. It is also desirable that the conditions of a contract are practical, fair and just for both the purchaser and supplier. The conditions of contract become binding for both parties on signing/ acceptance of the mutually agreed contract.
2. Considering the legal complications, cost involved in litigation and difficulties in enforcing legal awards, all efforts have to be made to settle disputes with overseas contractors through negotiations, especially in small value contracts. The sole-arbitration clauses as laid down in the general conditions of contract may not be accepted by foreign firms. Where necessary, as an alternative, provision may be made in the contract for arbitration by three Arbitrators, one each nominated by the purchaser and the supplier; and the third, who should not normally be a native of either India or the contractor's country to be chosen by these two Arbitrators. In case of disagreement between the two Arbitrators, the third Arbitrator may be left to be nominated by the Chairman of International Chamber of Commerce, Paris or similar prima facie neutral and reputed institutions.
3. **ARBITRATION CLAUSE:**

- iv. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- v. Any disputes or differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole arbitrator to be appointed by the CMD, AWEIL, Ordnance Factory Kanpur, K alpi Road, Kanpur - 208 009 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 matter to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of Sole Arbitrator shall be final and binding on the parties. Further, the arbitration proceedings would be subject to the provisions of Arbitration and Reconciliation Act 1996 (Amended in 2015) and the rule thereon and the guideline issued by the Government of India in this regard.
- vi. The venue of the arbitration shall be at place of concerned Factory.

7. **Penalties:**

All contracts whether with domestic or foreign vendors will have provision for Suspension or Banning or debarment. The existing guidelines issued by MoD vide I.D No. 31013/1/2016-D(Vig) Vol.II dated 21.11.2016 & 30.12.2016 (or revised time to time) and MOF guidelines no. F.1/20/2018-PPD dated 21.11.2021 regarding "penalties in business dealing with entities", "Guidelines on Debarment of firms from Bidding" respectively and the suitable procedure (SOP) for levy of financial penalties and/or suspension/banning of business dealings with entities promulgated by DDP/DOO/AWEIL should be followed. Action may be taken by the Head of Department after issuing a show cause notice to the firm(s) and after due consideration of all relevant facts and circumstances of the case, an appropriate decision may be taken.

5. **Risk Purchase:**

- f. If the equipment /article /service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply /awarded contract without written consent by Buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the Buyer to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest.
- g. The Buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of Seller. Any excess over the

purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller.

6. **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.

7. **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.

PART V:- Evaluation Criteria

1. The evaluation and comparison of responsive bids (where only Indian bidders are participating) shall be done on the prices of the goods offered and other charges such as Packing & Forwarding, Freight and Insurance, AMC, etc., as indicated in the price schedule of the Bid documents but excluding levies, taxes and duties such as GST etc on final product, which are to paid extra as per actual, wherever applicable against documentary evidence.
2. The taxes & duties under GST norms will be paid as per actual subject to documentary proof submitted by the firm. Contract shall be awarded to the successful bidder whose bid has been determined to be substantially responsive, the lowest evaluated bid, technically & financially acceptable, and successful in type approval/validation tests (where applicable) done by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
3. Firms should quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered

red quantity will be considered unresponsive and liable to be rejected. Wherever all or most of the approved firms quote equal rates in CARTEL, the purchaser will have right to place order on any one or more firms with exclusion of rest.

4. The purchaser will have right to delete the established firm who quote in CARTEL from the list of approved source, debar them from competing for a period decided by the purchaser which is firm and final.
5. **Qty Distribution:-** Qty to be distributed between L-1 and L-2 firm in the ratio 60:40 at L-1 rate as per AWEILPM 2022.
6. **Delivery Period:-** 02 months i.e. 60 days from the date of purchase order.
7. No conditional offer will be accepted. Conditional offer in any form of paper which is not through GeM portal will not be accepted.
8. In case of equal rates of two or more L-1 firms, PO will be placed on the basis of vendor rating (In LTE) and on the basis of marks scored in the CV (in OTE).

CHECK LIST:-

1. Ground Rent
2. Risk Purchase & L.D. Clause
3. Guarantee/warranty Period
4. Delivery Period

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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---