

दिनांक /Dated: 30-07-2025





## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-08-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-08-2025 14:30:00
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	Armoured Vehicles Nigam Limited
कार्यालय का नाम/Office Name	******
कुल मात्रा/Total Quantity	1747
वस्तु श्रेणी /Item Category	GASKET TO DRG. NO. 765-06-456. AS PER EXTRACT QAI/Rubber/CQA(ICV) /005 DEC. 2003, GASKET 675-50-380 TO SPECN. TY 38-105867-75, AS PER EXTRACT QAI/RUBBER/CQA(ICV) / 004 OCT., GASKET TO DRG. NO. 765-50-2601 TO SPEC. SPONGE RUBBER GrII TY38-105867-75, AS PER EXTRAC, SEALING RING TO DRG. NO. 765-50-2963 EXTRACT OF TY 005216-75 AS PER QAI/Rubber/CQA(ICV) /005
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SEALING RING TO DRG. NO . 765-50-2963 EXTRACT OF TY 005216-75 AS PER QAI/Rubber/CQA(ICV) /005 DEC. 2003
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Universal Indicator
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (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

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SKET TO DRG. NO. 765-06-456. AS PER EXTRACT I/Rubber/CQA(ICV) /005 DEC. 2003
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st Dispatch
мк
n wise evaluation/
(Arbitration clause document) as per DoE OM F.1/2/2024-PPD dated 03.06.2024 Arbitration should not routinely included in contracts

## ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
Jidadadi/Kedailea	INO

# ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
विभाजन/Splitting	
बोली विभाजन लागू नहीं किया गया/ Bid splitting not appli	ied.
एमआईआई खरीद वरीयता/MII Purchase Preference	
एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
एमएसई खरीद वरीयता/MSE Purchase Preference	

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. 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.
- 6. 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.

7. 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.

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

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

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

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

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

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

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

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

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the

approved stores with a recognised Government or purchaser's mark.

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

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

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

मूल्यांकन अनुसूचियां / Evaluation Schedules		मात्रा / Quantity
Schedule 1	Gasket To Drg. No. 765-06-456. As Per Extract Qai/rubber/cqa(icv) /005 Dec. 2003	821
Schedule 2	Gasket 675-50-380 To Specn. Ty 38-105867-75, As Per Extract Qai/rubber/ Cqa(icv) / 004 Oct.	36
Schedule 3	Gasket To Drg. No. 765-50-2601 To Spec. Sponge Rubber Grii Ty38-105867-75, As Per Extrac	63
Schedule 4	Sealing Ring To Drg. No. 765-50-2963 Extract Of Ty 005216-75 As Per Qai/rubber/cqa(icv) /005	827

# GASKET TO DRG. NO. 765-06-456. AS PER EXTRACT QAI/Rubber/CQA(ICV) /005 DEC. 2003 (821 the number pi)

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

## तकनीकी विशिष्टियाँ /Technical Specifications

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

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

## अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Medak	821	180

# GASKET 675-50-380 TO SPECN. TY 38-105867-75, AS PER EXTRACT QAI/RUBBER/ CQA(ICV) / 004 OCT. ( 36 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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### इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

### अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Medak	36	180

# GASKET TO DRG. NO. 765-50-2601 TO SPEC. SPONGE RUBBER GrII TY38-105867-75, AS PER EXTRAC ( 63 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
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## इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*********Medak	63	180

# SEALING RING TO DRG. NO. 765-50-2963 EXTRACT OF TY 005216-75 AS PER QAI/Rubber/CQA(ICV) /005 (827 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	<u>Download</u>	
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### इनप्ट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	<u>View</u>

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	**********Medak	827	180

### **Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	AVNL TERMS AND CONDITIONS  View	AVNL TERMS AND CONDITIONS	GASKET TO DRG. NO. 765-06- 456. AS PER EXTRACT QAI/Rubber/CQA(ICV) /005 DEC. 2003(821)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

#### 1. 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 %.

### 2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 4. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

### 5. 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):

**NOT APPLICABLE** 

Post Receipt Inspection at consignee site before acceptance of stores: CGM OR HIS AUTHORIZED REPRESENTATIVE

### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Note: Present Tender Enquiry is a <u>Limited Tender Enquiry</u>, hence only limited vendors are eligible to participate, if any other vendors participate, their quotations will not be considered for Evaluation.

NOTE: TEST SLABS AND TEST BUTTONS TO SUPPLIED ALONG WITH SUBJECT ITEM.

1.WARRANTY: THE MATERIAL SUPPLIED SHOULD HAVE THE WARRANTY/GUARA NTEE

FOR 12 MONTHS. WARRANTY /GUARANTEE CERTIFICATE IS TO BE SUBMITTED

ALONG WITH SUPPLIES.

2.PAKING: THE CONTRACTOR SHOULD ENSURE PROPER PACKING TO AVOID DA MAGES

DURING TRANSIT AND STORAGE.

3.MARKING: THE MATERIAL SUPPLIES SHOULD HAVE T	THE FOLLOWING MARKING
NAME OF THE FIRM:	
S.O NO.: DT.	•
MONTH AND YEAR OF MANUFACTURE	

4. TEST CERTIFICATE: PRE-INSPECTION REPORT TEST CERTIFICATE FROM GOVT TEST LABORATORY ALONG WITH A COVERING DECLARATION AS PER FORMA T

GIVEN BELOW AND OTHER NECESSARY/RELEVANT DOCUMENTS ARE TO BE SUBMITTED ALONG WITH THE SUPPLIES.

### **DECLARATION**

We hereby declare that the produ	cts	quantity _	s
upplied by our company	_ vide hallan No		as per the So.N
o & Date are meetingall requirement	ents laid down in tl	ne specifica	tion. We hereby
undertake to replace whole and/o	r part consignment	as the cas	e may be in the
event of its not meeting the requi	rements/standards	laid down	in the Supply Or
der.			

Quality control Manager Managing Director/Partner/Proprietor

Supplier's stam

- 4a. FOR METAL ALLOYS TEST SAMPLES/PIECES SHOULD BE SUBMITTED AS BELO W:
  - I) CHEMICAL TESTING:

CUT PIECE: 1) PLATE 20X20X2MM THICK (MINIMUM)BAR 20X20MM DIA (MINIMUM) & 60X60MM DIA (MAXIMUM)

- 2) CHIPS OF TURNING & DRILLING FOR SMALL COMPONENTS AND NON-FERROUS METALS 15-20GM (MIN)
- II) MECHANICAL TESTING: TENSILE TEST PIECE AS PER IS-160B
- 4b.FOR FELT/LEATHER/CLOTH/POLYMER ITEMS/TEST SAMPLES SHOULD BE SUBMITTED ALONG WITH SUPPLIES OR TEST CERTIFICATE FROM A GOVT. APPROVED LAB.
- 5a. IN CASE OF RUBBER ITEMS/COMPONENTS THE SUPPLIER WILL PROVIDE A GUARANTEE/ WAREANTY FOR A MINIMUM PERIOD OF 5 YERAS FOR GASKET AND 6
- 1/2 YEARS FOR HOSES AND WILL MAKE FREE REPLACEMENT OF THE ITEMS F OUND

DEFECTIVE/DETERIORATED IN USAGE/STORAGE DURING THE WARRANTY PE RIOD. b.ITEM TO BE MANUFACTURED AS PER QAI/RUBBER/CQA(ICV)/

c. THE FIRM WILL ALSO SUBMITS THEIR PRE-INSPECTION REPORT.TEST CERTIFIC **ATE** 

FROM GOVT APPROVED LABORATORY FOR PHYSICAL AND CHEMICAL PROPER TIES

ALONG WITH SAMPLES AND BULK SUPPLIES.

d. TEST BUTTON 10 NOS. TEST SLABS 2 NOS ARE TO BE SUPPLIUED ALONG WIT

STORES.

6. The firm shall intimate well in advance addressed to GM/OFPM with specific in timation to purchase

officer/ Q.A. Officer the readiness of material for sample drawal/samples/bulk with relevant details

as given below:

- Supply Order No. & Date.1. Arbitration: "All disputes & differences arisin g out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be ref erred to Sole Arbitrator to be appointed by CMD/AVNL-Chennai with t he mutual consent of the parties. The Arbitrator so appointed shall b e a Government Servant / Ex-Government Servant (with mutual cons ent) who had not dealt with matter to which this agreement relates a nd in course of his duties had not expressed views on all or any of th e matter in dispute or differences. The Award of Sole Arbitrator shall be final and binding on the parties.
- Date of readiness of material. В.
- Item description and item code as per Supply Order. C.
- Quantity being tendered with pre-inspection report. D.

- E. Quantity within Delivery schedule or not. If not firm should take DP Extension from Purchase Officer and submit the copy of DP amendment I etter/quote the reference to the Inspection Officer.
- 7. General Manager reserve the right to change the inspection agency to suit the convenience of the

Factory and interest of State.

Note: Download the attachment "GeM Tech Compliance", is mandatory, take print an d fill the form and upload in Tender or else your quotation will be not evaluated.

Note: Competent Financial Authority may reduce the tendered quantity while placing of Supply Order, if required.

### **Supply Order Terms & Conditions**

SI. No.		
1	F.O.R	OFMK
2	Mode of dispatch	The stores shall be delivered free at Ordnance Factory Medak
3	Performance sec urity deposit (PS D)	L1 firm is supposed to submit Performance Security Deposit (PSD) @ 3% in the form of Bank Guarantee (BG), if the Supply Order value is more than Rs. 10 Lacks The General Manager Ordnance Factory Yeddumai
4	Inspection Authority	laram (Medak) or his Authorized Representative. I nspection will be done at Ordnance Factory Medak , Yeddumailaram. GM the convenience in the int erest of state reserves the right to change the ins pection terms to suit
5	Inspection Type	General Manager / Ordnance Factory Medak or his Authorized representative. All payments will be made directly to your bank ac
6	Terms of payme nt	count through e-payment against 'Sellers' bill by a ccount transfer through NEFT/RTGS only for accep ted material within 30 days from the date of recei pt of material or submission of bills/documents whichever is later
7	Inspection Criter ia	Material should be supplied strictly as per sp ecification and sizes. Material test certificate from Government Approved Laboratory and Guarant ee Certificate to be submitted along with supplies
8	Liquidated dama ges	Purchaser reserves the right to levy liquidated da mages if the supplier intends to supply the material after original delivery period and in no case the supplier supply the material without valid delivery period extension. A sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% towards Liquidity Damages on the undelivered part of the order. The liquidity damages will be calculated on the basic cost (including taxes & duties)

9 Warranty

All the Stores supplied shall be warranted against any defect in material, Workmanship, defective de sign, materials and non-conformance to intended performance, manufacturing Defects or dimension etc., for a period of 12 calendar months from the date of receipt and acceptance of supply in Buyer's place / buyer's designated place, whichever is e arlier and the seller shall rectify such defects at hi s/her own cost or replace free of charge such stor es when called upon to do so

"All disputes & differences arising out of or in any way touching or concerning this agreement (exce pt those for which specific provision has been ma de therein) shall be referred to Sole Arbitrator to be appointed by CMD/AVNL-Chennai with the mutual consent of the parties. The Arbitrator so appoint ed 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.

10 Arbitration

7. 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 <a href="attached categories">attached categories</a>, 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---