

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-06-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-06-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Advanced Weapons And Equipment India Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	8
Item Category/मद केटगरी	Supply cost of 33 KV Indoor type 7 panel Vacuum Circuit Breaker Board , Dismantling of existing switch board including VCB Panel with shifting , Packing and forwarding , PDI Charges , Freight and Insurance , Civil Work , Erection Commissioning and Testing , Training
BOQ Title/बीओक्यू शीर्षक	33 KV INDOOR TYPE 7 PANEL VCB
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	41 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Supply cost of 33 KV Indoor type 7 panel Vacuum Circuit Breaker Board
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	164628

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

Beneficiary/लाभार्थी :

Executive Director

The Executive Director, Rifle Factory Ishapore, P.O. - Ishapore Nawabganj, Dist- North 24 Pgs, West Bengal, Pin- 743144.

(Executive Director)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.
6. 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.

7. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-06-2024 11:00:00	At Rifle Factory Ishapore. Firm should mail to RFI email id (enggoofficerfi@ord.gov.in). After confirmation to Firm, firm to visit RFI for Pre Bid Interaction.

Supply Cost Of 33 KV Indoor Type 7 Panel Vacuum Circuit Breaker Board

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	180

Dismantling Of Existing Switch Board Including VCB Panel With Shifting

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

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1	*****	*****NORTH 24 PARAGANAS	1	180

Packing And Forwarding

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

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	180

PDI Charges

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	180

Freight And Insurance

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	180

Civil Work

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	215

Erection Commissioning And Testing

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	215

Training

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	215

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

<u>Buyer's Added Bid Specific ATC for 01 NO. Supply, installation, testing and commissioning of 33 KV, Indoor type, 7 panel VCB Board & with Dismantling of existing switch board and shifting</u>			<u>Bidders Compliance</u>
Note No.	Note Header	Description	
1	Compliance of ATC	<p>* In addition to GeM GTC, STC etc, following clauses shall be part of bid. Bidder shall carefully read the clauses mentioned in ATC (including Part- I to V) & shall attach the compliance of the same</p> <p>duly signed and stamped.</p>	
2	Type of Firm	<p>* Bidder to specifically mention the type of firm either:</p> <p>(i) Sole Proprietorship,</p> <p>(ii) Partnership Firm,</p> <p>(iii) Pvt. Ltd. Co.,</p> <p>(iv) Public Sector Undertaking,</p> <p>(v) Central Govt.,</p> <p>(vi) State Govt.,</p> <p>(vii) Co-operative Co.</p> <p>(viii) any other type not covered in above types</p>	
3	Categories of Suppliers	<p>*Firm shall mention the appropriate one categories of suppliers from the following categories:</p> <p>(a) Manufacturers, who supply indigenous items.</p> <p>(b) Agents/ Distributors of such manufacturers, who desire to market their production only through their agents.</p> <p>(c) Foreign manufacturer with / without their accredited agents in India.</p> <p>(d) Stockiest of imported spares or other specified items.</p> <p>(e) Supplier of imported goods having regular arrangement with foreign manufacturers.</p> <p>(f) Consortium of foreign and Indian firms, especially for turn-key contracts</p>	

4	BOQ-Quantity	* Recently BOQ bid has been upgraded by Gem, wherein it is being observed that No. of bid quantity in bid documents is showing in multiplication of No. of breakup of P&M like Basic cost, Dismantling, Packing & Forwarding, PDI , Freight & Insurance civil foundation works, erection & commissioning with inspection testing, training, etc, as asked in BOQ template for cost breakup of P&M. Hence bidders are requested to go through the BOQ template and quote accordingly.	
	Part: I Instruction to Tenderer : -		
Sl. No.	Clause No. of Part I	Instruction to Tenderer	
1	1.0	Bid submission closing date & time is as per the e-Tender Enquiry published on the "GeM portal". If any extension is declared, the Corrigendum Notice will be published only on this site, and not in the news papers. The online Bids (both Technical and Price) should be submitted by the Bidder within due date and time. Bids submitted after due time will not be allowed by the system. The responsibility to ensure this lies with the Bidder.	
2	2.0	Date & time for opening of Bids is as per the e-Tender Notice published on the "GeM Portal". If any extension is declared, the Corrigendum Notice will be published only on this site, and not in the news papers.	
3	3.0	MANNER OF SUBMITTING THE BIDS	
4	3.1	Bids shall be accepted by electronic mode through GeM Portal. For submission of all tender related documents, the same to be scanned and soft copy to be attached along with the online bid.	
5	3.2	No Tender Fee is chargeable for this online Tender Enquiry.	
6	3.3	EMD is required @ 2% of the estimated cost.	
7	3.4	The Bidder has must to be submitted Earnest Money Deposit (EMD) in favour of Executive Director, Rifle Factory Ishapore, North 24 PGS (N) , West Bengal (Pin 743144)	
8	3.5	Corrigendum (if any) for extension or amendment to the tender, will be published on this website only, not in the news papers.	
9	3.6	The e-tenders will be opened on the specified opening date after which Tenderers can see all the submitted tenders online through their account. The detailed help is available on the website.	
10	4.0	The Bids should remain valid till Six (06) Months from the opening date of the Bid.	

11	5.0	Online bids will be received in two bid system (i.e Technical Bid & Price Bid). Bids submitted by the firm will remain encrypted in the system till their opening. Only the Technical Bids will be opened on the date and time as mentioned in Tender Notice. After opening of technical bids, spot CST will be generated & the participating bidders will be able to see all the submitted technical bids through their account. After evaluation of technical bids, Price Bids of only technically acceptable bidders will be opened.	
12	6.0	Bids to be submitted by the firms through GeM Portal. The bidder should furnish telephone numbers, complete postal & e-mail address of their office. Indian firms are required to furnish additional details like GST number, Bank address with NEFT Account, etc.	
13	7.0	All Design Engineering Data, Drawings, Manuals, Literatures, Documents etc shall be in English/Hindi only and shall be as per standard engineering practice. If any other language is used along with English, the English version will be taken as authentic for any and all purpose. Only metric units and no other units shall be used in all drawing, documents etc.	
14	8.0	A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than one month prior to the date of opening of the Bids. Copies of the queries and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents.	
15	9.0	A Pre Bid Conference (if planned by purchaser) may held, where bidders will be briefed about the tender conditions and issued clarifications. Time & venue of the conference will be intimated on letter.	
16	10.0	A bidder can modify or withdraw his submitted bid upto the closing time & date of bid submission. No bid can be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.	
17	11.0	During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The online request for clarification will be asked for or may be asked in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.	
18	12.0	Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Conditional tenders will be rejected. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with suspension of firm.	

19	13.0	The purchaser reserves his right to accept or reject any offer without assigning any reason thereof. The purchaser does not pledge to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from him.	
20	14.0	Firm will be suspended if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.	
21	15.0	<p>(a) The tender should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.</p> <p>(b) Individual signing the tender or other documents connected with a contract must specify whether he signs as:</p> <p>(i) 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.</p> <p>(ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;</p> <p>(iii) Constituted attorney of the firm if it is a company.</p> <p>(c) In case of (b)(ii) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.</p> <p>(d) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.</p> <p>(e) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.</p>	
22	16.0	TECHNICAL BID	
23	16.1	The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.	
24	16.2	The offer should be complete in all respects along with supporting documents and technical literature like catalogue for offered model, test charts, list of customers of similar machine/equipment, performance feedback reports from users etc.	

25	16.3	The tenderer is at liberty to offer alternative quotations for or any modifications/ substitutes he considers advisable giving full reasons in support thereof. However, it will not be binding on purchaser to accept it in part or full.	
26	16.4	The offer should conform to technical specifications and the conditions of contract. However, deviations, if any, should be clearly brought out by the tenderers.	
27	16.5	The tenderer should invariably attach with their offer a clause-wise compliance statement against all the Parts (I) to (V) of the TE, in the specified format (see para - Compliance to Tender Clauses), stating where they meet requirement in toto and where and how they deviate giving full details and remarks if any.	
28	16.6	The tenderer should certify in the technical bid that the price-bid contains item-wise price as specified in Technical Specification.	
29	16.7	In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the unpriced copy of the price bid (REPEAT UNPRICED) along with other terms & conditions should be enclosed with the Technical Bid.	
30	16.8	The tenderer shall inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.	
31	16.9	Incomplete quotations are liable to be ignored.	
32	17.0	PRICE BID	
33	17.1	In the Price bid, the tenderer shall include all elements of cost of Plant and Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification.	
34	17.3	In some cases foreign plant supplier stipulate that purchase can be made through their Indian Counter Part / Collaborator (NOT AGENT). In such cases purchase can also be made against RUPEE payment only for those plants/machines against offer from Indian Tenderers with the following conditions : (i) Import Clearance to be arranged by the tenderer. (ii) Arrange inspection / training in India. (iii) Provide After Sales Service (iv) PDI & Inter stage inspection if any shall be done at premises of Indian counter part in India only.	
35	17.4	* For all Plant & Equipment, Accessories, Toolings, Spares etc. of Indigenous Sources, prices shall be quoted in Rupees for delivery ex-works basis. Statutory Taxes Duties e.g. GST etc., if applicable should be indicated separately and distinctly. However, order if any, will be on Delivery at destination (DAP) basis i.e. F.O.R. Rifle Factory Ishapore basis, wherein Freight Charges, Insurance Charges, Taxes & Duties etc. will be paid on actual against documentary proof.	

36	17.5	Price quoted in BOQ template only to be considered. Any documents other than above said indicating the price of any item will not be acceptable. Revision in Price Bid or Technical Bid having impact on prices will not be considered after opening of Technical Bids.	
37	17.6	The tenderer should VERY CAREFULLY note the price bid format & fill up accordingly.	
38	17.7	For all plants, equipments, accessories, spares etc. of indigenous source, prices shall be quoted in Rupees for delivery ex-works. Statutory duties e.g. GST. if applicable, should be indicated separately and distinctly. The freight charges, if any, shall be quoted separately. However, order if any, will be on Delivery at destination (DAP) basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof.	
39	18.0	TECHNICAL CAPACITY	
40	18.1	The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender.	
41	18.2	Experience of having successfully completed similar work in Govt./PSU or reputed private organization during last 5 years ending last of month previous to the one in which applications are invited should be either of the following: (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost or (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost or (iii) One similar completed works costing not less than the amount equal to 80% of the estimated cost. Firm must submit the credentials in this regard:- a) Definition of "similar work" means work with respect to supply, installation and commissioning of 33kV grade or above VCB switch panel along with control panel. b) Firm should have at least one engineer or supervisor holding the valid license to work on HV line.	
42	18.3	In this regard, Bidder shall submit Detailed statement (as per Annexure-H) of same or similar machine(s) built by him at least during the last 5 years and name and full address of the customers with order No., date of supply and performance report thereof. Contract Copies & Performance feedback reports from user to be submitted along with technical bid.	
43	18.3	Executive Director/RFI reserves the right to verify Capacity (Technical & Financial) or Performance of any Tenderer if required during technical evaluation of his offer on the above information.	
44	19.0	FINANCIAL CAPACITY	

45	19.1	The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him, e.g. showing average annual turnover during last three years, values of orders executed during the past seven years, etc.	
46	19.2	In the case of Indian tenderer, the following shall also be submitted with their technical bid. (a) Copies of last three years annual report indicating profits and losses. (b) Copies of Partnership deeds. (c) Copy of certificate of incorporation and Articles of Association. (d) Copies of ownership documents in respect of manufacturing plant. (e) General power of attorney in favour of any signatory, other than the owner/head of the firm. (f) Affidavit that the firm has never been banned.	
47	20.0	The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.	
48	21.0	As per Central Vigilance commission guidelines no .12-02-6-CTE/SPI(I)2/161730 dt 13/01/2012. a) In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.	
49	22.0	Any accessories/spare/parts of Taiwan Origin/Supplier, required for Plant & Machines are not acceptable as per Ministry of External Affairs guideline vide Letter MEA U. O. No. E-202/01/2010-TAI, Dt. 14.03.2013	
50	23.0	Bidders are required to furnish clause by clause compliance of TE clauses / specifications bringing out clearly the deviations from TE, if any. The Bidders are advised to submit the compliance statement along with Technical Bid.	
51	24.0	Submission of Authorization Letters from OEM (if applicable)	
PART III Standard Condition of Contract :-			
Sl. No.	Clause No. of Part III		Bidder Compliance

1	A	The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.	
2	1.0	The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.	
3	2.0	DATE OF CONTRACT	
4	2.1	The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The delivery of the goods and performance of the services shall commence from the effective date of the contract. The firm has to give its unconditional acceptance and Performance Security Deposit within 30 days from the date of issue of contract.	
5	3.0	All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration will be applicable, depending on the type of Seller, as given below.	
6	3.1	(a) All the disputes and 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 CMD, AWEIL HQ Government of India enterprise. The Arbitrator so appointed shall be a Government servant who had not dealt with the 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. for the time being or a Govt. Servant appointed by him the appointee shall not be Govt. Servant who had dealt with the matters to which this agreement relates and that in the course of his duties as Govt. Servant he had not expressed views on all or any of the matter in dispute or difference. The Award of the Sole Arbitrator shall be final and binding on the parties. (b) The Arbitration shall be as per Arbitration Act 1996 or any statutory modified form. (c) The venue of Arbitration shall be Rifle Factory Ishapore.	

7	3.2	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be referred by either party for Arbitration to the Permanent Arbitration Machinery set up in the Department of Public Enterprises i.e. to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties 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 the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, 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. (Ref- Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/01/2004)</p>	
8	4.0	<p>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 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 disfavour 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 offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 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. 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.</p>	

9	5.0	<p>The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above one-year LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.</p>	
10	6.0	<p>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.</p>	
11	7.0	<p>Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.</p>	
12	8.0	LIQUIDATED DAMAGES (LD)	
13	8.1	<p>In the event of seller's failure to have the plant / machines or any part/installment thereof delivered by the date/dates specified in the contract, the buyer may at his discretion withhold any payment until the whole of the plant / machines have been supplied and the buyer may also deduct from the seller as agreed, Liquidated Damages and not by way of penalty, the sum of 0.5% of the contract price (excluding taxes & duties) of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 5% of the value of delayed supplies.</p>	

14	8.2	For delay in completion of any works or services attributable to the supplier, which leads to delay in commissioning and final acceptance of the plant / machines, LD will be imposed @ 0.5% of the full contract price (excluding taxes & duties) of the plant / machines for each and every week and part of a week of delay in commissioning and final acceptance, subject to maximum of 5% of the full contract price. This LD will be in addition to the LD against delay in delivery of supplies.	
15	8.3	The sum of LD for 8.1 and 8.2 above, i.e. for delays in supplies as well as works & services, will be subject to overall ceiling of 10% of full contract price.	
16	8.4	LD will be calculated on the basis of total value of goods, services excluding elements of statutory taxes & duties and levies indicated in the contract.	
17	8.5	LD shall be levied for the period for which the supplier was responsible for the delay in delivery/execution i.e. LD shall be waived if the reasons for delay are not attributable to the supplier.	
18	9.0	The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :- (a) The Seller has failed to perform a substantial obligation under the Contract after having been served a notice of failure and make good by Purchaser within a reasonable period, or the delivery of the material is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery. (b) The Seller is declared bankrupt or becomes insolvent. (c) The delivery of material is delayed due to causes of Force Majeure by more than six months, provided Force Majeure clause is included in contract. (d) The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for doing or forbearing to do any action in relation to this Contract, e.g. if the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such agent. (e) As per decision of the Arbitration Tribunal.	
19	10.0	Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered mail/airmail, addressed to the last known address of the party to whom it is sent.	
20	11.0	The Seller has no right to give, bargain, sell, assign or sub contract or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.	

21	12.0	The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.	
22	13.0	No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.	
23	14.0	TAXES AND DUTIES	
24	14.1	TAXES AND DUTIES IN RESPECT OF INDIGENOUS BIDDERS	

25	14.1.1	<p>(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.</p> <p>(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.</p> <p>(c) If a Bidder chooses to quote a price inclusive of any duty/tax viz. UGST, IGST or CGST & SGST and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.</p> <p>(d) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on.</p> <p>(e) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.</p>	
26	14.1.2	<p>(A) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of GST will be developed upon the Buyer.</p> <p>(B) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.</p>	

27	14.1.3	<p>(A) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.</p> <p>(B) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.</p>	
28	15.0	Failure to Commission the Machines	
29	15.1	No machine or equipment will be accepted unless performance tests and acceptance tests are conducted and machines satisfy these tests. In case, any plant or machinery fails these tests, ED/RFI will use their discretion and if the failure is to a major extent, the plant / machinery will be rejected. If it is observed that the firms after supply of Plant & machinery/equipment, keep on dilly dallying in commissioning as well as in rectification of faults in Warranty Period, appropriate action will be taken against the Firm as per extant rules	
30	15.2	In case where the firm has failed to commission an equipment and factory is confident of commissioning the equipment due to their own experience of working with similar equipment, the factory may try to commission the equipment at firm's risk & cost	
31	16.0	Denial Clause	
32	16.1	Since delay in delivery is a default by the seller, the buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above Levy of Liquidated Damages) in the letter conveying extension of delivery period. In denial clause any increase in statutory levies are to be borne by the seller during the extended Delivery period, while Purchaser reserves its right to get any benefit of downward revisions of Statutory Duties	

	PART IV Special Condition of Contract :-		Bidders Compliance
Sl. No.	Clause Heading of PART IV	Special Condition of Contract :-	
1	A	The Bidder is required to give confirmation of their acceptance of Special Conditions of the TE mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.	
2	1.0	PERFORMANCE SECURITY / SECURITY DEPOSIT	
3	1.1	Successful tenderer irrespective of their registration status with DGS&D or KVIC or or NSIC will be required to submit performance security within 30 days of contract or due performance of contract. The amount of performance security will be 5% of contract value in Indian Rupees as stipulated in contract. Performance Security will be forfeited and en-cashed by the Buyer in the event of breach of contract by the Seller.	
4	1.2	Failure to submit performance security may entail cancellation of contract and bidder will be suspended as decided by Rifle Factory Ishapore participated any tender at RFI, whereas in case of others the concerned registering agency will be informed for appropriate action.	
5	1.3	The performance security will be in the form of fixed deposit receipt or bank guarantee on non-judicial stamp paper in the specified format. The Performance Bank Guarantee (also called Performance Bond) shall be submitted from a public sector bank or HDFC or ICICI or AXIS bank and should be valid up to 60 days beyond the contract period.	
6	1.4	In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The format of PBG is enclosed.	

7	2.0	It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism. The payment will be made as per the following terms, on production of the requisite documents: a) 80% value of material plus 100% Taxes, Duties if any, less LD due to delayed supply, if any, will be paid after successful Joint Inspection of plant/machines at Rifle Factory Ishapore and on receipt of machine in safe condition at purchaser's end against submission of Performance Bank Guarantee / Warranty Bond amounting to 5% of contract value valid sixty days after warranty period in the stipulated format. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the firm and accepted by purchaser. b) Balance 20% value of material plus 100% Erection & Commissioning (E&C) charges will be released after commissioning of plant/machines.	
8	3.0	<u>No advance payment is applicable to this GeM Tender Enquiry.</u>	
9	4.0	DOCUMENTS FOR RELEASING PAYMENT	
10	4.1	The payment of bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill: i. Ink-signed copy of Commercial invoice / Seller's bill. ii. Acceptance Certificate in Joint Inspection. iii. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable. iv. Exemption certificate for Excise duty, if applicable. v. Warranty Bond (Bank guarantee). vi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract). vii. Any other document / certificate that may be provided for in the Supply Order / Contract. viii. Provisional certificate of receipt by Purchaser. ix. For release of 10% Balance Payment Final Acceptance Certificate issued by the purchaser after successful Erection & Commissioning of the P&M and documentary evidence of payment of taxes and duties (apart from other documents).	
11	5.0	RISK PURCHASE CLAUSE	
12	5.1	Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.	

13	5.2	Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.	
14	5.3	In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- i. Such default. ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.	
15	6.0	FORCE MAJEURE CLAUSE	
16	6.1	Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties' control that have arisen after the conclusion of the present contract.	
17	6.2	In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.	
18	6.3	The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.	
19	6.4	Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.	
20	6.5	If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.	
21	7.0	DELIVERY:	
22	7.1	Under this column, the bidder must deliver the item(s) within 06 months.	

23	7.2	The tenderer will be responsible for co-ordinated delivery and erection of the equipment and materials from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site.	
24	7.3	Delivery quoted should be guaranteed. The Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.	
25	8.0	The applicable rules & regulations for transportation of goods will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Delivery Date is defined by the delivery terms as given below: DAP Destination - The date on which the delivery is made at the destination mentioned in the contract.	
26	9.0	CONSIGNEE DETAILS	
27	9.1	The Executive Director, Rifle Factory Ishapore, P.O. - Ishapore Nawabganj, Dist- North 24 Pgs, West Bengal, Pin-743144,	
28	10.0	The following Transportation clause will form part of the contract placed on successful Bidder	
29	10.1	The stores shall be delivered DAP, Rifle Factory Ishapore	
30	11.0	The following Airlift clause will form part of the contract placed on successful Bidder – Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.	

31	12.0	<p>The following Packing and Marking clause will form part of the contract placed on successful Bidder -</p> <p>(i) The Contractor shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.</p> <p>(ii) The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.</p> <p>(iii) One copy of the packing list/ invoice in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour preferably.</p>	
32	13.0	Each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo, etc.	
33	13.1	<p>The following markings on two opposite faces and top side should be stencilled in legible ink on the packing cases containing the consignments at the time of dispatch:</p> <p>(i) Contract No & Date:</p> <p>(ii) Name of the consignee:</p> <p>(iii) Full address of consignee:</p> <p>(iv) Total No of packages & SI No of package:</p> <p>(v) Up right arrow:</p> <p>(vi) Gross weight:</p> <p>(vii) Special marking for case.</p> <p>(viii) Brief nomenclature of equipment.</p> <p>(ix) Slinging position.</p>	
34	14.0	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.	
35	15.0	The firm should quote reasonable time period maximum 35 Days to complete the commissioning work from the date of completion of erection work & readiness of site, failing which Liquidated Damage as per the laid down procedure will be imposed on the firm. Comprehensive training at purchaser site during commissioning in operation & maintenance (mechanical, hydraulic, electrical & electronic etc.) of the machine.	

36	16.0	<p>(i) Transit Insurance will be arranged by the supplier.</p> <p>(ii) In case of turn-key supply of plant/machines, if any supplies or part thereof are damaged during the process of erection and commissioning of the plant/machines until the final acceptance, the same will have to be replaced at site by the supplier free of all costs to the purchaser, including the erection and commissioning cost in the event of the plant/machines having been erected.</p> <p>(iii) In the above case, the supplier shall be responsible for insurance of the plant/machines during erection and commissioning. In this connection, the supplier 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 supplier shall also be responsible for insurance for personnel engaged by them in the erection work.</p>	
37	17.0	<p>The supplier shall guarantee among other things the following:</p> <p>(i) Satisfaction of technical and other parameters mentioned in the specification and contract.</p> <p>(ii) Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation.</p> <p>(iii) Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.</p> <p>(iv) Performance data furnished/ specified for the equipment should be actually obtainable when the equipment is installed and tested at site.</p>	
38	18.0	<p>(i) The supplier shall warrant that the plant/machine (including associated works constructed by the supplier) will be free from defects in design, material or workmanship. Supplier'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. If the plant/machine is found to have a Defect that can be assumed to be present also in some other portion of the plant/machine, the Supplier shall investigate whether such further Defect is present, and shall make good any further Defects found.</p> <p>(ii) The supplier shall furnish PBG / Warranty Bond for 5 % of contract price valid for 60 days after warranty period, as security for its warranty obligations.</p> <p>(iii) The following Warranty clause will form part of the contract with the successful bidder:</p>	
39	18.1	<p>The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser 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 contained/mentioned in the said contract.</p>	

40	18.2	The contractor/seller further warrants that the plant/equipment would continue to conform to the specified description and quality and would be free from any non-conformity 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: 24 (Twenty Four) months from commissioning and final acceptance of the plant/equipment at the purchaser's site.	
41	18.3	If the commissioning/acceptance of the plant/equipment is delayed due to fault of contractor/seller, the warranty period will automatically get correspondingly extended.	
42	18.4	Notwithstanding the fact that the purchaser (or his representative) may have inspected and/or approved the plant/equipment, if any defect is discovered in the plant/equipment during the aforesaid warranty period and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller, the purchaser shall be entitled to call upon the contractor/seller to rectify such defect.	
43	18.5	Defects shall be notified by the purchaser to the contractor/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.	
44	18.6	Upon receipt of notice from the purchaser about any defect that occurs during the warranty period, the contractor/seller shall respond immediately and make good the defect within a reasonable period, or such specific period as may be allowed by the purchaser at the request of the contractor/seller, without any charges and costs to the purchaser.	
45	18.7	If the plant/equipment is found to have a defect that can be assumed to be present also in some other portion of the plant/equipment, the seller/contractor shall investigate whether such further defect is present, and shall make good any further defects found.	
46	18.8	If a defect appears, requiring immediate action due to the risk of resultant damage, and if the contractor/seller cannot make immediately good the defect, the purchaser is entitled to apply all necessary measures to prevent or limit damage.	
47	18.9	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 purchaser.	

48	18.10	Parts replaced or repaired under the above provisions shall be subject to the same warranty from the contractor/seller, and under the same conditions as apply for the rest of the plant/equipment, for a period of Two (2) year after such replacement or repair has been effected. The warranty period for the rest of the plant/equipment 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) year after the commissioning and acceptance of the plant/equipment.	
49	18.11	Defective parts which have been replaced shall be made available to the seller/contractor without cost. However, the seller/contractor shall be responsible for lifting the defective parts and transporting the same at his cost from purchaser's place within mutually agreed time period.	
50	18.12	In case of failure on the part of the contractor to fulfil any warranty obligations, the contractor/seller shall pay to the purchaser such compensation, as may arise from the breach of the warranty herein contained.	
51	19.0	The contractor shall provide after sales service of the equipments for at least 10 years after the expiry of warranty period, which will comprise of the following: (i) To render free technical advice on any matter of the equipment. (ii) To quote and supply all spare parts/accessories/sub-assemblies at a reasonable price and delivery schedule. (iii) To make available the services of suitable specialists on reasonable terms.	
52	20.0	(i) The Vendor shall be committed to make available the spares for 10 years period from the completion of the warranty period. (ii) Acceptance of tender for the supply of machine against this TE will be subject to tenderers 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. (iii) Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis. (iv) The successful tenderer shall warranty that before going out of production of the spare parts he will give a adequate advance notice to the purchaser so that the latter may order his requirements of spares in one lot, if he so desires. (v) The successful tenderer 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 purchaser as and when required in connection with the machine to enable the purchaser to fabricate or procure spare parts from other sources. (vi) In case spares are also ordered with the machine, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.	

53	21.0	<p>Bidders are requested to provide MRLS to sustain the equipment for a period of 01/02 Year after warranty period.</p> <p>Notes:</p> <p>(i) Maintenance spares/stores should be given separately giving source of supply.</p> <p>(ii) In 'Remarks' column following information (if applicable) be given</p> <p>(a) If an item has a shelf / operational life it may be indicated.</p> <p>(b) Matching set of components be indicated.</p> <p>(c) Items which cannot be manufactured in India due to sophisticated design/technology may be indicated.</p> <p>(d) If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be indicated.</p> <p>(iii) 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.</p>	
PART V Evaluation of tender			
Sl. No.	Clause Heading of PART IV	Special Condition of Contract :-	Bidders Compliance
1	1.0	The broad guidelines for evaluation of Bids will be as follows:	
2	1.1	Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically and commercially.	
3	1.2	The Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical specifications of the plant or machine as well as the various clauses of the TE, including commercial terms, like delivery schedules, guaranteed performance, warranty provisions, acceptance criteria, after sales support, etc. A "Comparative Statement" shall be prepared based on the basis of compliance statement and other documents furnished by bidders for analysis of the discordance and the impact of the same. Comprehensive analysis of the techno-commercial offers will form the basis for subsequent decision.	
4	1.3	The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.	
5	1.4	Taxes and duties levied by Central/State/Local Govts such as IGST or UGST or CGST & SGST on P&M and related works will not be considered in determination of evaluation criteria for L-1 in those cases where only Indian bidders are competing.	
6	1.5	However, order will be on indigenous bidders on DAP destination basis including IGST or UGST or CGST & SGST and other local levies (if any), Transportation Charges etc.	
7	1.6	For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of spares and Taxes will be considered.	

8	1.7	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.	
9	1.9	The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations, if required, as decided by the Buyer. There will be no negotiation if price quoted is considered reasonable, else negotiation will be held only with the lowest (L1) bidder.	
11	1.10	The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.	
12	1.11	<p>The consideration of taxes and duties in evaluation process will be as follows:</p> <p>i) The Bidders are required to spell out the rates of Customs duty, IGST or UGST or CGST & SGST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of deciding CFA.</p> <p>ii) If reimbursement of Customs duty / IGST/UGST/CGST & SGST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders.</p> <p>iii) If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of IGST/UGST/CGST & SGST included in the price. Failure to do so may result in ignoring of such offers summarily.</p> <p>iv) If a Bidder is exempted from payment of Customs duty / IGST/UGST/CGST & SGST upto any value of supplies from them, they should clearly state that no such duty or tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty /IGST/UGST/CGST & SGST, it should be brought out clearly. Stipulations like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question at the time of placing of supply order. The same logic applies to Customs duty also.</p>	
13	2.0	The provision relating to price preference policy as per Govt. of India, Gazette notification dt 26/03/2012 and as amended up to date will be applicable to SSI units registered with NSIC. However, such a preference will be considered strictly on merit in such a manner as to discourage inflation and prevent profiteering and creation of sense of self complacency in economy.	
14	3.0	PRICE BID FORMAT	

15	3.1	Bidders are required to fill up the Price Bid format as given in the tender carefully & correctly with full details.	
16	3.2	Is IGST/UGST/CGST & SGST? If yes, mention the following -	
17	3.2.1	Rate of IGST/UGST (item-wise if different IGST/UGST is applicable):	
18	3.2.2	Rate of CGST (item-wise if different CGST is applicable) :	
19	3.2.3	Rate of SGST (item-wise if different SGST is applicable) :	
20	3.2.4	Levies or Surcharge on GST,(if applicable) name and rate of same to be indicated	
21	3.3	Is OCTROI / ENTRY TAXES applicable? If yes, mention the detail.	
22	3.4	If any other Taxes / Duties / Overheads / Other costs is applicable, please mention.	
23	4.0	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.EII 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 No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 shall be followed. No such restrictive clauses shall 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 goods at the cost of domestically manufactured goods. Further details can be accessed on DIPP website.	
24	4.1	"Self Declaration regarding Local Content" must be submitted in the prescribed format.as per the Public Procurement (preference to Make In India) order 2017 dated 04.06.2020. (Format Attached)	
25	5.0	Pre Delivery Inspection	
26	5.1	The supplier will give Inspection call to the Executive Director, Rifle Factory Ishapore for Pre-Despatch Inspection (PDI) & prove out of machine at Supplier's works, without any additional charges, at least two months in advance, indicating date, place and time of the inspection.	

27	5.3	<p>During PDI inspection would be carried out as per following checklist:</p> <p>Details forwarded by Supplier against clause No. 9.0 of PART- II above will be studied by the inspectors for reference and comparison during pre-despatch inspection.</p> <p>Machine will be inspected as per standard test chart of the manufacturer and results will be compared with test results furnished by the Supplier.</p> <p>The supplier will provide all types of test and guarantee certificates/documents for all bought out and own manufactured items at the time of inspection of machine at Supplier's premises.</p> <p>All electrical / electronic connections, drawings, terminals, circuit diagrams etc. will be checked & compared with details furnished by the Supplier.</p> <p>Inspection of basic parameters of the machine and accessories, as per specification and scope of supply of the Supply Order, will be carried out.</p> <p>During PDI the following activities shall be carried out. Physical verification, identification, testing and checking, of the working status of parts / items / equipments (mechanical, electrical, hydraulic etc.) assembled in machine including structural design / layout of machine. Testing of geometric accuracies and run out of machine as per standard Test Chart.</p>	
28	5.4	<p>The inspector will issue a certificate accepting the machine (if found acceptable) but this certificate shall not bind the purchaser to finally accept the machine should it on tests after installation at site be found not to comply with the specified requirement.</p>	
29	5.5	<p>Irrespective of pre-despatch inspection by RFI inspectors at the Supplier's works, the acceptance test of Plant shall be done by purchaser after receipt of consignment & commissioning of equipments at Rifle Factory, Ishapore.</p>	

30	5.6	<p>In addition to the above, following Pre-despatch Inspection clauses must be noted-</p> <p>A. The Purchaser's representatives will carry out Pre-Despatch Inspection (PDI) of the machines/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Supplier and Purchaser will issue and sign a Certificate of Conformity.'</p> <p>B. The Supplier shall intimate the Purchaser at least two months before the scheduled date of PDI. The Purchaser will send his authorized representative(s) to attend the PDI.</p> <p>C. The Purchaser 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 the Supplier within 15 days before the date of the beginning of the PDI. Should the Purchaser request for such postponement, liquidated damages, if any, shall not apply. In case the Purchaser informs the Supplier within the period mentioned herein above that he cannot attend the PDI or in case the Purchaser does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Supplier 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 Supplier's QA representative alone and such documents bearing the sole signature of the Supplier's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Purchaser does not elect to attend the PDI, the Purchaser shall intimate the Supplier in writing that it does not wish to attend the PDI.</p> <p>D. The Supplier shall provide all reasonable facilities, access and assistance to the Purchaser's representative for safety and convenience in the performance of their duties.</p> <p>E. All costs associated with the stay of the Purchaser's Representative(s) for PDI including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Purchaser.</p> <p>F. IF the plant fails in 1st PDI. The 2nd PDI cost borne by Firm.</p>	
31	6.0	Joint inspection (checking on receipt):	
32	6.1	When boxes or containers or plants received by the Purchaser are opened for assembly/installation, joint checking will be done by Purchaser and Supplier for conformance to quantity and description mentioned in the invoice. In case of any discrepancy, the Supplier shall make good the same at his cost.	
33	7.0	Final inspection: -	

34	7.1	<p>Total commissioning work including dismantling of existing panels & civil works to be completed within 25 days after handing over of the site including 10 days of trial run. Firm should arrange alternate power supply arrangement during commissioning work, so that continuous power supply to RFI can be provided. Temporary connection (i.e. 33 KV HT straight through cable joint at two points) to be done for one transformer to provide power supply during installation of VCB panels.</p> <p>The Executive Director, Rifle Factory, Ishapore or his authorised representative will issue final Inspection Certificate after successful commissioning and proving of Plant.</p> <p>The Supplier shall be liable to replace free of charges any part / parts that may be found unsuitable for use due to faulty design, workmanship or any act of Commission.</p> <p>However, purchaser's inspection and acceptance of the item/s shall not relieve the Supplier in any way of his contractual obligation towards warranty & satisfactory operation and performance of the machine. During commissioning period after completion of work, the entire system will undergo for 10 days Trial Run, with satisfactory performance. If any fault arises within the trial run again the trial run will start afresh. If any discrepancies arise during trial run penalty will be charged 0.5% per day of the total contract value (without GST).</p>	
35	8.0	Penalty clause: -	
36	8.1	The Supplier is required to prove the plant both at manufacturer's works before despatch of the machine & at consignee's place at the time of final commissioning. If the supplier is not able to prove the machine as per TE specification, the supplied machine will be rejected.	

Note: Type of Inspection: Pre despatch inspection by Group of officers or staffs nominated by RFI Competent Authority. The details are already mentioned in Terms & conditions of TE.

Checklist :-		
1	1	Validity of Offer (i.e atleast 06 Months from the date of opening of Technical Bid) as per Clause No. (4.0) of Part I
2	2	"Earnest Money Deposit " must be submitted in favour of Executive Director, Rifle Factory Ishapore , North 24 PGS , West Bengal (Pin 743144) as per Clause No. (3.3) of Part I

3	3	"Self Declaration regarding Local Content" must be submitted in the prescribed format as per the Public Procurement (preference to Make In India) order 2017 dated 04.06.2020. (Format Attached) as per Clause No. (4.1) of Part V
4	4	Delivery Period (within 6 months) to be quoted. as per Clause No. (7.0 - 7.3) of Part IV
5	5	Commissioning Time Period (within 35 Days) to be quoted by the firm to complete the commissioning work from the date of completion of erection work & rediness of site as per Clause No. (15.0) of Part IV
6	6	Trial Clause (10 days) as per Clause No. (9.11) of Part II
7	7	Training Clause (For 04 - 05 days) as per Clause No. 8.1 of Part II & Clause No. (15.0) of Part IV
8	8	Liquidated Damages Clause, as per Clause No. (8.0-8.5) of Part III
9	9	Warranty Clause (For 24 months) as per Clause No. (18.0 - 18.12) of Part IV
10	10	Performance Security Deposit Clause, as per Clause No. (1.0-1.4) of Part IV
11	11	Payment Terms. as per Clause No. (2.0) of Part IV
12	12	Risk Purchase Clause, as per Clause No. (5.0-5.3) of Part IV
13	13	Force Majeure Clause as per Clause No. (6.0 - 6.5) of Part IV
14	14	Arbitration Clause, as per Clause No. (3.0-3.2) of Part III
15	15	Submission of catalogues of the offered Model. as per Clause No. (16.2) of Part I
16	16	Submission of Manufacturer's Recommended List of Spares as per Clause No. (21.0) of Part IV
17	17	Submission of last three years annual report indicating profits and losses as per Clause No. (19.2) of Part I
18	18	Submission of Partnership Deeds. as per Clause No. (19.2) of Part I
19	19	Submission of Certificate of Incorporation and Articles of Association as per Clause No. (19.2) of Part I
20	20	Submission of ownership documents in respect of manufacturing plant as per Clause No. (19.2) of Part I
21	21	Submission of General Power of Attorney in favour of any signatory, other than the owner/head of the firm. as per Clause No. (19.2) of Part I
22	22	Submission of affidavit that the firm has never been banned. as per Clause No. (19.2) of Part I

23	23	Submission of Authorization Letters from OEM (if applicable) as per Clause No. (24.0) of Part I
24	24	Submission of Customers list / Reference list to whom the similar / proposed machines supplied by the tenderer at least during the last 5 years with name and full address of the customers with order No. & date of supply as per Clause No. (16.2 & 18.2) of Part I
25	25	Submission of Performance Certificates against the offered Model issued by few reputed users, preferably Ordnance Factories or any Govt. Organisation as per Clause No. (16.2) of Part I & 18.0 of Part 1
26	27	Annexure-H, having Detailed statement of P&Ms (as mentioned in cl No. 18.3 of part-I) built by bidder at least during the last 5 years along with Contract Copies & Performance feedback reports.

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---