

**ADDITIONAL TERMS & CONDITIONS (ATC)****TERMS & CONDITIONS TO BE ATTACHED FOR CUSTOM BID IN GEM PORTAL FOR  
PROCUREMENT OF SUPPLY, TESTING & COMMISSIONING OF PASSENGER UTILITY VEHICLE  
(SUV) ELECTRIC, QTY; 01 NO.****PART I - INSTRUCTIONS FOR BIDDERS/TENDERERS**

PARA OF TE CLAUSE S	DETAILS	COMPLIAN CE (YES/NO)	IN CASE OF NONCOMPLIANC E DEVIATION TO BE, INDICATED
1	<p><b>Earnest Money Deposit (EMD):</b></p> <p><b>(a)</b> Bidders are required to submit Earnest Money Deposit (EMD) for amount mentioned in the GeM Bid Document. Bids received without EMD shall be summarily rejected without technical evaluation. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in specified format from any of the commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respect. EMD shall be in favour of "MUNITIONS INDIA LIMITED_NATIONAL ACADEMY OF DEFENCE PRODUCTION", Account No. 40470568047, IFSC Code SBIN0010314, Bank Name STATE BANK OF INDIA, Branch address SBI Ambazari Ordnance Factory Nagpur.</p> <p><b>(b)</b> EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest within one month after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.</p> <p><b>(c)</b> To safeguard against a bidder's withdrawing/ altering its bid during the bid validity period in the case of tender enquiry, EMD shall be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Department or Startups as recognized by Department of Industrial Policy &amp; Promotion (DIPP), for similar Plant &amp; Machinery. The bidders are required to furnish EMD along with their bids. EMD need not be submitted for a contract value up to Rs. 5 Lakh or value as amended by Govt. time to time. The EMD exemption submitted by the bidder(s) shall be valid at least till the bid validity period.</p> <p><b>NOTE: EMD exemption will be followed as per GeM GTC 4.0 v1.15_13Jun24 Clause No. (4)(xiii)(m) .</b></p> <p><b>(d)</b> The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.</p>		
2	<p><b>Technical Bid</b></p> <p><b>(a)</b> The bidder 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 performance of offered equipment as per tender specification.</p> <p><b>(b)</b> The offer shall be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar m/c, performance feedback reports from users etc.</p> <p><b>(c)</b> The offer shall comply to all tender conditions. However, deviations, if any, shall be clearly brought out by the bidders.</p> <p><b>(d)</b> The bidder shall invariably attach with their offer a clause-wise compliance statement against all the parts of the tender, in the specified</p>		

	<p>format (see para 6 - <b>Compliance to Tender Clauses</b>), stating where they meet requirement in to and where and how they deviate giving full details and remarks if any.</p> <p>(e) The bidder shall certify in the technical bid that the price-bid contains item-wise price as specified in Technical Specification.</p> <p>(f) In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un-priced copy of the price bid (REPEAT UNPRICED) along with other terms &amp; conditions shall be enclosed with the Technical Bid. List of spares with quantity shall also be submitted separately along with technical bid.</p> <p>(g) The bidder 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.</p> <p>(h) Incomplete/ conditional quotations with respect to tender conditions are liable to be rejected.</p>		
3	<p><b>Price Bid:</b></p> <p>(a) In the Price bid, the bidder shall fill elements of cost of Plant and Equipment strictly as per the scope of supply &amp; services specified in technical specification.</p> <p>(b) Rates for Spares shall be quoted separately item-wise and not to be included in the price of the machine. The price quoted for spares by the bidders will not be taken into account for deciding the ranking of the bidders.</p> <p>(c) For indigenous P&amp;M, prices shall be quoted in Rupees for delivery ex-works. GST if applicable shall be indicated separately and distinctly. The freight charges, if any, shall be quoted separately. However, order if any, will be on F.O.R basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof.</p>		
4	<p><b>Technical Capacity:</b></p> <p>(a) The bidder shall satisfy the purchaser that he possesses the necessary <b>technical experience</b> 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 bidder shall furnish necessary particulars in support of the same with the bid.</p> <p>(b) In this regard, the bidder shall submit a detailed statement of similar plants/machines built by him at least during the last <b>05 years</b> and name and full address of the customers with order No., date of supply and <b>performance report</b> thereof, if applicable.</p>		
5	<p><b>Financial Capacity:</b></p> <p>i. The bidder shall produce satisfactory proof that he is financially in a position to fulfil the contractual obligations offered to be undertaken by him, e.g. showing average annual turnover (i.e. 7 Lakhs) during last three years, values of orders executed during seven years etc.</p> <p>In the case of Indian bidder, the following shall also be submitted with their technical bid.</p> <p>(a) Copies of last three years annual report indicating profits and losses.</p> <p>(b) Copies of Partnership deeds.</p> <p>(c) Copy of certificate of incorporation and Articles of Association.</p> <p>(d) Copies of ownership documents in respect of manufacturing plant.</p> <p>(e) General power of attorney in favour of any signatory, other than the owner/head of the bidder.</p> <p>(f) Affidavit that the bidder has never been banned.</p>		
6	<p><b>Compliance to Tender Clauses:</b></p> <p>Bidders are required to furnish clause by clause compliance of Tender clauses bringing out clearly the deviations from Tender, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid -</p>		

SI	Para of Tender clauses	Details	Compliance: Yes / No	In case of non-compliance, deviation to be indicated

**PART II - STANDARD CONDITIONS OF CONTRACT**

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.

PARA OF TE CLAUSES	DETAILS	COMPLIANCE (YES/NO)	IN CASE OF NONCOMPLIANCE DEVIATION TO BE, INDICATED
1	<b>LAW:</b> 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.		
2	<b>Effective Date of the Contract:</b> The contract shall come into effect on the date of signature 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.		
3	<b>Arbitration:</b> 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.		
	<b>(A) FOR INDIAN SUPPLIERS (OTHER THAN PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS):-</b>		
	(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 Chairman & Managing Director (CMD), Munitions India Limited (MIL). 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 modification thereof.		
	(c) The venue of Arbitration shall be <b>"NATIONAL ACADEMY OF DEFENCE PRODUCTION NAGPUR"</b> .		
	<b>(B) FOR PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS:-</b>		
	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		

	<p>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.</p> <p><b>(Ref- Min. of HI &amp; PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/01/2004)</b></p>		
4	<p><b>Penalty for use of Undue influence:</b> 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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. 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>		
5	<p><b>Agents / Agency Commission:</b> 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 bidder, 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 bidder 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/bidder, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, bidder 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</p>		

	with the Government of India.		
6	<p><b>Access to Books of Accounts:</b> 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> <p>(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.</p> <p>(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.</p>		
7	<p><b>NON-DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with Bid:</b></p> <p>(i) I M/s..... hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.</p> <p>(ii) If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.</p>		
8	<p><b>Liquidated Damages (LD):</b></p> <p>(a) In the event of seller's failure to have the plant / machines or any part / instalment 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 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> <p>(b) 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 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.</p> <p>(c) The sum of LD for (a and b ) i.e. for delays in supplies as well as works &amp; services, will be subject to overall ceiling of 10% of full contract price excluding taxes &amp; duties.</p> <p>(d) Liquidated Damages are to be calculated on the basic cost (excluding taxes &amp; duties) as indicated in the contract.</p> <p>(e) 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.</p>		
9	<p><b>Termination of Contract:</b> The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-</p> <p>(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.</p> <p>(b) The Seller is declared bankrupt or becomes insolvent.</p> <p>(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.</p> <p>(d) The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity,</p>		

	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 utilized 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.		
10	<b>Notices:</b> 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.		
11	<b>Transfer and Sub-letting:</b> The Seller has no right to give, bargain, sell, assign or sublet 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.		
12	<b>Patents and other Industrial Property Rights:</b> 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, if applicable.		
13	<b>Amendments:</b> 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.		

### **PART III - SPECIAL CONDITIONS OF CONTRACT**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TE mentioned below which will automatically form part of the Contract to be 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.

PARA OF TE CLAUSES	DETAILS	COMPLIANCE (YES/NO)	IN CASE OF NONCOMPLIANCE DEVIATION TO BE, INDICATED
1.	<p><b>Performance Bank Guarantee (PBG).:-</b></p> <p>I. To ensure due performance of the contract, Performance Bank Guarantee (PBG) shall be submitted by the seller within 30 (thirty) days of award of contract. Failure to submit Performance Security may entail cancellation of contract.</p> <p>II. The amount of Performance Bank Guarantee (PBG) will be @ 5% of contract value in Indian Rupees issued by a Public Sector bank payable at National Academy of Defence Production, Nagpur valid for a period of 60 (sixty) days beyond the date of completion of all the contractual obligations.</p> <p>III. 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.</p> <p>IV. The Performance Security will be subject to encashment by the National Academy of Defence Production (NADP), in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller.</p>		

2.	<p><b>Maintenance Tool Kit:</b> Essential service tool kit consisting of a) Hand tools, b) Servicing spanners, c) Wrenches, d) Special maintenance tools essential for removal of special assembly/ sub assembly if any, e) Digital multifunction multi-meter etc. and f) Other necessary general purpose tool kit should be provided.</p>		
3.	<p><b>Spare Parts:</b> a) Essential spare parts required for operation and maintenance of the equipment for up to 2 years should be provided. b) 02 sets of Spare parts catalogue indicating spare part details should be provided by the vendor.</p>		
4.	<p><b>Documents:</b> a) 03 sets of operation, installation, maintenance and troubleshooting manuals (in English language), relevant electrical and mechanical drawings/circuit drawing up to subsystem levels in the equipment should be provided. b) Warranty/ Guarantee Certificate. c) Other necessary documents (if any) to be provided. d) Inspection/Test Report.</p>		
5.	<p><b>Training:</b> Training on operation, maintenance of the machine from electrical and mechanical point of view, programming required (if any), safety aspect, trouble shooting and precaution to be taken should be given to NADP Team free of cost.</p>		
6.	<p><b>Payment Terms:</b> 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:</p> <p>a. 80% value of material plus 100% Taxes, Duties if any, shall be paid after receipt of machine in safe condition by consignee at NADP and after Visual Inspection and Demonstrative Trial run of the machine. The firm has to submit guarantee certificate and self-inspection certification for equipment, system subassemblies along with PBG/Warranty Bond amounting to 5% of contract value in the stipulated format. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the bidder and accepted by purchaser.</p> <p>b. Balance 20% value of supply and training charges, if any, plus 100% Erection &amp; Commissioning (E&amp;C) supervision charges after final Commissioning trial run Test and Final acceptance of machine at purchaser's end.</p>		
7.	<p><b>Documents for releasing Payment:</b> The payment of 80% bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill:</p> <ol style="list-style-type: none"> <li>i. Ink-signed copy of Commercial invoice / Seller's bill.</li> <li>ii. Firm's self-inspection certificate.</li> <li>iii. JRI report after receipt of P&amp;M.</li> <li>iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan.</li> <li>v. Warranty Bond (Bank guarantee).</li> <li>vi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account no., IFSC &amp; MICR code.</li> <li>vii. Any other document / certificate that may be provided for in the Supply Order / Contract.</li> <li>viii. Provisional certificate of receipt by Purchaser.</li> <li>ix. Guarantee &amp; Warranty Certificate.</li> <li>x. Acceptance Certificate of demonstrative trial run from team constituted by competent authority.</li> </ol> <p>The balance payment of 20% bills will be made on successful commission &amp; final acceptance by user. (Note - From the above list, the documents that may be required</p>		

	<p>depending upon the peculiarities of the procurement being undertaken, may be included in Tender.)</p>		
<p>8.</p>	<p><b>Risk Purchase clause:</b></p> <p><b>a.</b> Shall the stores or any installment 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 installment 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.</p> <p><b>b.</b> Shall 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.</p> <p><b>c.</b> 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:-</p> <p><b>i.</b> Such default.</p> <p><b>ii.</b> In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.</p> <p><b>d. (i) Risk &amp; Expense Purchase:</b> Risk and Expense purchase is undertaken by the purchaser in the event of the supplier failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not approved. While initiating risk purchase at the cost and expense of the supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligations. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the Government, if &amp; any, in procuring the said contracted goods/ services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him. Factors like method of recovering such amount should also be considered while taking a decision to invoke the provision for risk purchase.</p> <p><b>(ii) Risk and Expense purchase clause not mandatory:</b> Risk purchase at the cost and expense of the supplier may not always be a practical proposition as it may not be feasible to enforce recovery without legal action. This clause is rarely invoked in case of import contracts for this reason. In such cases where the item is of proprietary nature or there is only one qualified firm to supply the items and there is a remote possibility of procuring the same item from an alternative source, it will be essential that instead of having risk and cost clause in the contract, the contract should have performance guarantee clause to cover any such default.</p> <p><b>(iii) Alternative remedies to Risk &amp; Expense Purchase Clause:</b> The other remedies available to the purchaser in the absence of the Risk and Expense Clause are as follows:</p> <p>(a) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier.</p> <p>(b) Avoid issue of further RFP's to the firm till resolution of the discrepancy.</p> <p>(c) Bring up the issue of discrepancy in all meetings with the representative of supplier.</p> <p>(d) Provide for adequate Bank Guarantee to cover such risks.</p>		
<p>9.</p>	<p><b>Force Majeure clause:</b></p> <p><b>a.</b> Neither party shall bear responsibility for the complete or partial nonperformance 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</p>		



	<p>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.</p> <p><b>b.</b> 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.</p> <p><b>c.</b> 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.</p> <p><b>d.</b> 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.</p> <p><b>e.</b> 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.</p>		
10.	<p><b>Delivery Period:</b></p> <p><b>a.</b> Time is the essence of the contract. The bidder shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the plant and equipment, civil works, engineering erection and putting into commission as specified in technical specification shall be indicated suitably in the tender.</p> <p><b>b.</b> Bidder will submit a BAR CHART, if applicable, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The bidder will be responsible for co-ordinated delivery and erection of the complete plant, equipment and materials both from outside India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site, if applicable.</p> <p><b>c.</b> Delivery quoted shall 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.</p>		
11.	<p><b>Joint Receipt Inspection:</b> 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.</p>		
12.	<p><b>Packing:</b> The following Packing and Marking clause will form part of the contract placed on successful Bidder –</p> <p><b>a.</b> 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 (if inevitable), 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><b>b.</b> 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</p>		

	<p>contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.</p> <p>c. For imported machines, the packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts. The consignments as far as possible must be shipped in containers (FCL/LCL).</p> <p>d. One copy of the packing list / invoice in English and Self-inspection certificate 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.</p>		
13.	<p><b>Marking:</b></p> <p>a. The following markings on two opposite faces and top side should be stenciled in legible ink on the packing cases containing the consignments at the time of dispatch:</p> <ol style="list-style-type: none"> <li>i. Contract No &amp; Date:</li> <li>ii. Name of the consignee:</li> <li>iii. Full address of consignee:</li> <li>iv. Total No of packages &amp;SI No of package:</li> <li>v. Up right arrow.</li> <li>vi. Gross weight:</li> <li>vii. Special marking for case.</li> <li>viii. Brief nomenclature of equipment:</li> <li>ix. Slinging position.</li> </ol> <p>b. If necessary, each package shall be marked with warning inscriptions: &lt;Top&gt;, "Do not turn over", category of cargo, etc.</p> <p>c. <b>Despatch of components as per input drawings:</b> The delivery of input components shall adhere to the mutually agreed schedule. The supplier shall intimate the requirement of input component in synchronizing with the readiness of the machine. The input components being supplied shall be duly inspected as per specified parameters before dispatch.</p>		
14.	<p><b>Guarantee:</b></p> <p>The supplier shall guarantee among other things the following:</p> <ol style="list-style-type: none"> <li>a. Satisfaction of technical and other parameters mentioned in the specification and contract.</li> <li>b. Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation.</li> <li>c. Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.</li> <li>d. Performance data furnished/ specified for the equipment shall be actually obtainable when the equipment is installed and tested at site.</li> </ol>		
15.	<p><b>Warranty:</b></p> <p>a. 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>b. The supplier shall furnish PBG / Warranty Bond for 5% of contract price valid for two months after warranty period, as security for its warranty obligations.</p> <p>c. The following Warranty clause will form part of the contract with the successful bidder:</p> <p>(i) The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser under this contract shall be of the best</p>		

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.

**(ii)** 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:

\*36 (thirty six) months from the date of commissioning and acceptance of the plant/equipment at the purchaser's site, in case of turn-key supply contracts, OR

\* 36 (thirty six) months from commissioning and final acceptance of the plant/equipment at the purchaser's site or 36 (thirty six) months from the date of delivery for indigenous equipment, whichever is earlier, in case of other contracts.

**(iii)** If the commissioning/acceptance of the plant/equipment is delayed due to fault of contractor / seller, the warranty period will automatically get correspondingly extended.

**(iv)** 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.

**(v)** 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.

**(vi)** 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.

**(vii)** 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.

**(viii)** 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.

**(ix)** This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or wilful damage on the part of the purchaser.

**(x)** 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 three (3) 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 three (3) years after the commissioning and acceptance of the plant/equipment.

**(xi)** 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.

**(xii)** 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.																																							
16.	<p><b>After sales support:</b> The contractor shall provide after sales service of the equipment's for at least ten years after the expiry of warranty period, which will comprise of the following: -</p> <ol style="list-style-type: none"> <li>To render technical advice on any matter of the equipment.</li> <li>To quote and supply all spare parts / accessories / sub-assemblies at a reasonable price and delivery schedule.</li> <li>To make available the services of suitable specialists on reasonable terms.</li> </ol>																																							
17.	<p><b>Guarantee to provide Spares:</b></p> <ol style="list-style-type: none"> <li>The Vendor shall be committed to make available the spares for 10 years period from the completion of the warranty period.</li> <li>Acceptance of tender for the supply of machine against this TE will be subject to bidders certifying that they have adequate servicing and spare parts facilities in respect of the machine tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the machine.</li> <li>Bidders 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.</li> <li>The successful bidder shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.</li> <li>The successful bidder shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with the machine to enable the purchaser to fabricate or procure spare parts from other sources.</li> <li>In case spares are also ordered with the machine, bidder will undertake to offer spares for delivery along with the main equipment only and not before.</li> </ol>																																							
18.	<p><b>Manufacturer's Recommended List of Spares (MRLS):</b> Bidders are requested to provide MRLS to sustain the equipment for a period of three years after warranty period in following format, if applicable. EQUIPMENT: .....</p> <p>Original Equipment Manufacturer (OEM): .....</p> <table border="1" data-bbox="252 1377 1133 1870"> <thead> <tr> <th rowspan="2">Manufacturer's Part No</th> <th rowspan="2">Source of Supply</th> <th rowspan="2">Nomenclature</th> <th rowspan="2">Nos. fitted in One equipment</th> <th rowspan="2">Spare Parts List (ISPL) as per Tender</th> <th rowspan="2">Unit Cost</th> <th colspan="2">Recommended scale for spare parts</th> <th colspan="2">Total Cost</th> <th rowspan="2">REMARKS</th> </tr> <tr> <th>Unit</th> <th>Cost</th> <th>As per Tender</th> <th>As per Recommended list Of spares</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="6">Total Cost</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Maintenance spares/stores like lubricants, sealing compound, gases shall be given separately giving source of supply.</li> <li>In 'Remarks' column following information (if applicable) be given                     <ol style="list-style-type: none"> <li>If an item has a shelf / operational life it may be indicated.</li> <li>Matching set of components be indicated.</li> <li>Items which cannot be manufactured in India due to sophisticated design/technology may be indicated.</li> </ol> </li> </ol>	Manufacturer's Part No	Source of Supply	Nomenclature	Nos. fitted in One equipment	Spare Parts List (ISPL) as per Tender	Unit Cost	Recommended scale for spare parts		Total Cost		REMARKS	Unit	Cost	As per Tender	As per Recommended list Of spares												Total Cost												
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	<p>(d) If a component/ assembly is common to other similar equipment offered by the OEM earlier these shall be indicated.</p> <p>3. Modules / assemblies should be listed and their components shall be included under them so as to relate each item of spare to their module / assembly.</p>		
<p>19.</p>	<p>Preference to Make in India products (For bids less than 200 crore): Preference shall be given to class I 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 50%. 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 as 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. In case Buyer has selected Purchase preference to Micro and small Enterprises clause in the bid, the same will get precedence over this clause.</p>		
<p>20.</p>	<p>Regarding Declaration of Local Content, participated firm should submit the following declaration for evaluation the technical bid:-</p> <p><b><u>FORMAT FOR DECLARATION REGARDING LOCAL CONTENT</u></b></p> <p>To, The Chief General Manager, National Academy of Defence Production, Nagpur - 440 021.</p> <p>Sub :- Declaration regarding Local Content Ref :- Public Procurement (Preference to make in India), Order 2017, Revision dated 04.06.2020.</p> <p>It is hereby declared that minimum percentage of local content for the offered item against NADP Tender No..... is as under (Please tick on appropriate box).</p> <p>(a) More than 50% (Class -I Local supplier) as defined in referred order <input type="checkbox"/></p> <p style="text-align: center;">OR</p> <p>(b) More than 20% but less than 50% (Class-II local supplier) as defined in referred order. <input type="checkbox"/></p> <p style="text-align: center;">OR</p> <p>(c) Less than or equal to 20 % (Non local supplier) as defined in referred order. <input type="checkbox"/></p> <p><b># Formula for evaluation of % of local content =</b>  <math display="block">\frac{[(\text{Total value of offered item (Excluding net domestic indirect Taxes)} - \text{Total value of import content in the item (including all Customs duties)}) / \text{Total value of offered item (Excluding net domestic indirect Taxes)}] \times 100}{1}</math>         If the local content is higher than 20% then firm has to furnish the Details of location(s) at which the local value addition is made: .....</p> <p>.....          .....(Address).....          .....          .....</p> <p>(Signature &amp; Stamp)</p>		

Authorized Signatory Name: .....  
Firm's Name : .....

**NOTE:** In case of procurement for a value in excess of Rs. 10 Crores, The 'Class-I Local supplier'/ 'Class-II Local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content..

21. It is desirable to provide list of local content in each component of item in their technical bid if the firm desire preference privilege under MII.

22. 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 as per Rule 144(xi) in the General Financial Rules (GFRs), 2017. And participated firm should submit this Model Certificate as: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]".

23. In addition to the Specification contain in ADD TO CART, the following Specification and Term & Conditions are to be complied by the participated seller:

Sl.No	Technical specification of the machine: Passenger Utility Vehicle (SUV) Electric, Qty: 01 No.	
1.	Electric vehicle with automatic transmission	Yes
2.	Power Drive	Electric Motor PMSM TYPE
3.	Power Storage	Li-Ion Battery
4.	Range	Minimum 200 km in a single charge
5.	Seating Capacity	5 Person (1+4)
6.	Motor Power (Kw):	Minimum 100 KW
7.	Torque (NM)	Minimum 215 NM
8.	Body Type	SUV
9.	Ground Clearance	Minimum 160mm
10.	Wheel Base	Min 2495mm
11.	Length (mm)	Minimum 3994 mm
12.	Width	Minimum 1800mm
13.	Boot Space	Minimum 330 ltr.
14.	Air Conditioned with Automatic Climate Control	Yes
15.	Fast charging Time	50 to 60 minutes from 0 – 80% with DC fast charger
16.	Max. 6.5 hrs. with portable charger/ wall box charger	Yes
17.	Charging Standard CCS2	Yes
18.	Alloy wheel	Yes
19.	Tyre Type/Size	Tubeless, min. R1
20.	Battery Capacity	Min. 39 kWh lithium –ion battery,
21.	Number of air bags	6 Nos.
22.	Colour	White
23.	Make	Mahindra/Tata/ Hyundai or Equivalent
24.	Vehicle Warranty	Minimum 3 years or 1,00,000 Km
25.	Battery Warranty	Minimum 8 years or 1,60,000 Km

Additional Terms & conditions

	<b>Registration of vehicle:</b> Before supply of the vehicle, Registration of vehicle should be completed at RTO, Nagpur in the name of Chief General Manager, National Academy of Defence Production, Nagpur. All formalities of the vehicle at RTO, Nagpur should be completed by the supplier as per MV act.		
	Note: Firm/ Bidder have to upload the above specification compliance along with the technical bid, failing which the offer will be liable to be rejected		

**DOCUMENTS CHECKLIST**

As per the above term & Conditions of the tender, the following documents are needed to be submitted along with the bid.

Sl.No	Documents To Be Attached	Please tick on appropriate box
1.	Clause by clause compliance to <b>ATC</b> to be submitted duly Sealed & Signed.	
2.	Copy of Earnest Money Deposit ( <b>EMD</b> ) / exemption details with reasons thereof.	
3.	Copies of <b>Purchase Order</b> for same or similar category products manufactured & supplied to any Central / State Govt. Organization / PSU / Public Listed Company in respect of experience criteria at least during <b>last five (5) years</b> .	
4.	Copies of Performance certificate/ Installation report/ Commissioning Report at least during <b>last five (5) years</b> issued by respective Buyer Organization for the attached Orders in the bid for same or similar category products supplied to any Central/ State Govt. Organization/ PSU/ Public listed company in respect of Past Performance.	
5.	Last 3 years annual financial <b>turnover</b> ended on 31 <sup>st</sup> March 2023 (certified by CA)	
6.	Copies of <b>Partnership deeds</b> (Affidavit) or Sole Proprietorship certificate (Affidavit)	
7.	Copy of <b>certificate of incorporation</b> and Articles of Association	
8.	Copies of <b>ownership documents</b> in respect of manufacturing plant	
9.	General power of attorney in favour of any signatory other than the owner/ head of the bidder.	
10.	<b>Latest affidavit</b> certifying that the bidder has never been banned.	
11.	<b>Non-Disclosure Declaration Certificate</b> (On Bidder Letter Head)	
12.	Manufacturer's Recommended List of Spares ( <b>MRLS</b> ), if applicable.	
13.	Unit cost of <b>MRLS</b> to be attached as "Financial Documents" in " <b>Financial Bid</b> ", if applicable.	
14.	Declaration of <b>Local content</b> as per attached format - (at Point No.20, Part-III-Special Conditions of Contract).	
15.	Furnish the <b>Details of location(s)</b> at which the local value addition is made (if local content is higher than 20%).	
16.	<b>Unpriced copy</b> of price bid showing list of deliverables.	
17.	<b>Catalogue</b> showing detail Technical Specification against the make & model.	
NOTE : The list is not exhaustive but merely indicative		



(MOHAN AGRAWAL)

DY. GENERAL MANAGER

FOR CHIEF GENERAL MANGAER

E-mail: mohanagrwal@ord.gov.in

Contact no: 07104-222134

Sl.No.	Technical specification of the machine: Passenger Utility Vehicle (SUV) Electric, Qty: 01 No.		Compliance w.r.t. Technical Specifications (Yes/No)
1.	Electric vehicle with automatic transmission	Yes	
2.	Power Drive	Electric Motor PMSM TYPE	
3.	Power Storage	Li-Ion Battery	
4.	Range	Minimum 200 km in a single charge	
5.	Seating Capacity	5 Person (1+4)	
6.	Motor Power (Kw):	Minimum 100 KW	
7.	Torque (NM)	Minimum 215 NM	
8.	Body Type	SUV	
9.	Ground Clearance	Minimum 160mm	
10.	Wheel Base	Min 2495mm	
11.	Length (mm)	Minimum 3994 mm	
12.	Width	Minimum 1800mm	
13.	Boot Space	Minimum 330 ltr.	
14.	Air Conditioned with Automatic Climate Control	Yes	
15.	Fast charging Time	50 to 60 minutes from 0 - 80% with DC fast charger	
16.	Max. 6.5 hrs. with portable charger/ wall box charger	Yes	
17.	Charging Standard CCS2	Yes	
18.	Alloy wheel	Yes	
19.	Tyre Type/Size	Tubeless, min. R1	
20.	Battery Capacity	Min. 39 kWh lithium -ion battery,	
21.	Number of air bags	6 Nos.	
22.	Colour	White	
23.	Make	Mahindra/Tata/ Hyundai or Equivalent	
24.	Vehicle Warranty	Minimum 3 years or 1,00,000 Km	
25.	Battery Warranty	Minimum 8 years or 1,60,000 Km	
<b>Additional Terms &amp; conditions</b>			
<b>Registration of vehicle:</b> Before supply of the vehicle, Registration of vehicle should be completed at RTO, Nagpur in the name of Chief General Manager, National Academy of Defence Production, Nagpur. All formalities of the vehicle at RTO, Nagpur should be completed by the supplier as per MV act.			

**Seal and Signature of the bidder/Firm**