

Bid Document

Bid Details	
Bid End Date/Time	08-12-2022 21:00:00
Bid Opening Date/Time	08-12-2022 21:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence Production
Organisation Name	Yantra India Limited
Office Name	*****
Total Quantity	15000
Item Category	SET OF SMALL GEAR & PINION TYPE COMPONENTS A) (ASSY. FS-3190 B) ESCAPE WHEEL FS-3144 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience Criteria, the supporting documents to prove his eligibility must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1668661757.pdf
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Amount	870840
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

GENERAL MANAGER

Ordnance Factory Ambajhari Nagpur 440021 Maharashtra, Department of Defence Production, Yantra India Limited, (Rajeev Gupta)

Splitting

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notified Orders/Notified concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier shall be 50% of the bid value. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM certifying the percentage of the local content and the details of locations at which the local value addition is made along with their invoices. If no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) Order, 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 bid. If the Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro and Small 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 Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service Provider.

offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the 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 preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contr awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own a reasonableness and based on competitive prices received in Bid / RA process.

4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized represe

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/ inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reaso indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contract specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller n inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecti reimbursement seller has to submit proof of payment to Inspection Agency.

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

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

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

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

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

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

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

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved recognised Government or purchaser's mark.

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

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

SET OF SMALL GEAR & PINION TYPE COMPONENTS A) CENTRE WHEEL ASSY. FS-3190 B) E FS-3144 (15000 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier resp

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Deliv
1	*****	*****NAGPUR	15000	120

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address: GENERAL MANAGER ORDNANCE FACTORY AMBAJHARI.

3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Generic

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I M/s. BIDDER hereby declare that I shall not disclose the contract or any provision, specification, plan, design or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

5. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order with the Seller.

6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee rectification of goods in case of any break down during the guarantee period. Seller should have well established Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Service Centres near consignee destinations are to be uploaded along with the bid.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Sr	Term	Condition
1	Item	SET OF SMALL GEAR & PINION TYPE COMPONENTS CC CENTRE WHEEL ASSY. TO OFAJ DRG. NO. FS-319 ESCAPE WHEEL ASSEMBLY TO DRG.NO.FS-3144 (Item code: 6722020205)
2	Type of TE	OTE (2-Bid) in GeM portal through Custom Bid
3	Evaluation & Comparison	As per GeM portal.
4	Un-price Bid	Firm should upload un-priced bid mentioning details (GST in percentage) or any other Miscellaneous Charges Price Bid on its letter head.
5	EMD	Applicable @3 % of the tender value i.e. Rs. 870840.0
6	Option Clause	Not applicable.
7	a) Delivery Terms	FOR - OFAJ

	b) Delivery Schedule	100% of the S.O. quantity to be supplied within 04 (F) from the date of placement of the Supply Order.
8	a) Inspection Authority	Representative of GM/OFAJ. GM reserves the right to inspection agency to suit the convenience of the factory interest of the state
	b) Inspection Place	Final inspection at OFAJ on receipt of material.
9	Quality Monitoring Instruction (QMI) for Vendors	<ol style="list-style-type: none"> 1. Firm has to take raw material clearance and Firm has to submit raw material for testing at OFAJ along with pre-inspection test report from NABL or Govt. approved lab for the properties specified in nomenclature, drawings and specifications before starting bulk production. 2. Test reports to give reference of OFAJ supply order. 3. If trademark of brand specific material specified in the drawing standard or specific requirement, then material will be accepted only if test reports provided by registered manufacturer for the trademarked brand. 4. Firm has to submit proof of raw material purchase and indicate its serial number of Components to be manufactured from purchased raw material. 5. After raw material clearance, Firm has to submit advance sample for testing before starting bulk production. (Advance sample required from firm). 6. Components to be manufactured as per the drawing specified in the drawing. Firm should intimate the inspection process of components and instruments used for inspection and also submit inspection reports of components & assembly to OFAJ. 7. If surface treatment is mentioned in drawing, the firm has to submit relevant test report. 8. Firm to take all necessary precautions for proper packaging and handling to avoid corrosion, damage during handling, transporting and storage. 9. Component will be subjected to surveillance quality check and performance test at OFAJ. 10. MIS will be sentenced within one month after receipt of components. 11. OFAJ team may visit the firm for Process/quality Audit.

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PRE-QUALIFICATION CRITERIA

A. Manufacturer/OEM

i) Required facilities to manufacture the store as per specified di

ESSENTIAL FACILITIES :

- 1) Gear Hobbing Machine for wheels, Pinions & axle / CNC Wire Cut/ Suitable Press.
- 2) CNC Turning Machine
- 3) Milling Machine

DESIRABLE FACILITES:

- 1) Suitable De-burring Facility
- 2) Surface Treatment Facility as per drawing & Specification.
- ii)** Firm will arrange the required desirable facilities from reputed same is not available with firm. The firm has to enclose MOU/Ti reputed source for outsourcing desirable facilities along with th offered
- iii)** Firm has to submit the list of available Plant & Machinery and facilities.

B. Other standard terms and conditions will be as under:

- 1) Firm has to arrange the inspection facilities and requisite test cei Govt approved/NABL Lab. Firm must confirm the same in technic
- 2) All the required facilities, whether in house or outsourced should suitable for producing/supplying the component as per quality re projected in the monitoring instruction/drawings/specifications. Fi the same in their technical bid along with self-declaration of capa its sub vendors.
- 3) The firm has to arrange for suitable packing of the stores to prot damage during storage & transit deterioration, if firm gets the orc confirm the same in their technical bid.

11	Performance Security Deposit	<p>(a) The Seller (successful bidder awarded contract) shall deposit value of this order /contract value including taxes & duties Security Deposit by way of Account Payee Demand Draft/Bank Deposit Receipt from a Commercial Bank of India/Bank Guarantee format(enclosed) from a Commercial Bank of India (for Indigenous Sellers)within specified date(normally 30 days after notification contract/ date of acceptance). Indemnity Bonds may be accepted from Central PSUs.</p> <p>(b) PSD is not necessary for contracts valuing up to Rs. 10 lakh</p> <p>(c) The PSD/Performance Bank Guarantee should be valid for additional days beyond the delivery date of completion of all contractual obligations and Warranty period (if any). In the event of the Contractual delivery date extended by the Buyer, the Seller shall be responsible to ensure that the Performance Guarantee is also simultaneously extended/re-validated for additional period of 60 days beyond the new delivery date of all contractual obligation including warranty period (if any).</p> <p>(d) In the event of non-performance of the item and if Seller fails to perform within reasonable period of time, the PSD will be forfeited /the Performance Bank Guarantee will be encashed. In case any claims or any other contractual obligations outstanding, the Seller shall extend the Performance Bank Guarantee till such time as the Seller settles all claims and contractual obligations. The Performance Bank Guarantee shall also be encashed/forfeited if conditions regarding adherence to delivery and other provisions of the contract are not fulfilled by the Seller. The Bidder's decision shall be final and binding in this regard.</p> <p>(e) Performance Security Deposit is initially to be given by the seller for the supply order quantity without option clause quantity. PSD (without FDR) for the original supply order quantity may be returned after fulfillment of all contractual obligations of the original supply order and warranty period (if any).Regarding Option Clause, PSD amount may be based on Option Clause quantity.PSD for Option Clause quantity may be returned after 60 days of fulfillment of all contractual obligations of the Option Clause including warranty period (if any).</p> <p>(f) PSD will be submitted in favor of YANTRA INDIA LIMITED, ORINDIA, AMBAJHARI, NAGPUR. The Seller should send original copy of PSD Bank Details are as follows:</p> <table data-bbox="710 1254 1520 1467"> <tr> <td>1</td> <td>BENEFICIARY NAME</td> <td>:</td> <td>YANTRA INDIA LIMITED ORINDIA FACTORY AMBAJHARI</td> </tr> <tr> <td>2</td> <td>Account No</td> <td>:</td> <td>40429114389</td> </tr> <tr> <td>3</td> <td>IFSC CODE</td> <td>:</td> <td>SBIN0010314</td> </tr> <tr> <td>4</td> <td>BANK NAME</td> <td>:</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>5</td> <td>BANK ADDRESS</td> <td>:</td> <td>AMBAJHARI ORDINANCE F</td> </tr> </table>	1	BENEFICIARY NAME	:	YANTRA INDIA LIMITED ORINDIA FACTORY AMBAJHARI	2	Account No	:	40429114389	3	IFSC CODE	:	SBIN0010314	4	BANK NAME	:	STATE BANK OF INDIA	5	BANK ADDRESS	:	AMBAJHARI ORDINANCE F
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4	BANK NAME	:	STATE BANK OF INDIA																			
5	BANK ADDRESS	:	AMBAJHARI ORDINANCE F																			
12	PV Clause	Not applicable in this tender.																				
13	Payment Terms	100% within 30 days after receipt & acceptance of material																				
14	Quantity Distribution Clause	In Ratio of 60:40 is applicable provided that at least 60% of the quantity is to be distributed in the bid. The distribution shall be done between L1 & L2. If the L1 Bidder does not accept the counter-offered L1 rate then such undistributed quantity shall be distributed to the L2 Bidder.																				
15	Quantity Tolerance Clause	Not applicable.																				
16	Tender Opening Date	21 days from the date of publishing of Tender.																				

17	Liquidated Damages (LD):	The time for and the date of delivery of the stores stipulated in the Pu be deemed to be the essence of the contract, and delivery must be cc than the dates specified therein. Should the Seller fail to deliver th premises or any consignment thereof within the period prescribed for su shall be entitled to recover from the Seller agreed liquidated damages, penalty a sum of 0.5% per week of delay or part thereof, subject to a m our claim towards liquidated damages on the undelivered part of the or charged on the basic cost excluding taxes and duties. Imposition, reco of this LD shall not affect Buyer's right to performance, compensation the agreement. Liquidated Damages in contracts with Price Variation levied on the price as varied by the operation of the Price Variation clau:
18	Ground Rent	If the material supplied by the vendors is rejected at the factory prem required to lift the rejected material within 30 days of issue of rejectic have right to recover a charge for the storage space at @1% of the cc cleared, per week or part thereof, with maximum ceiling of 10% of v After lapse of 10 weeks, if it is found that firm has not taken any action the goods may be confiscated and disposed off as per disposal proced sending a notice and giving 30 working days time to the firm. Gr calculated from the date of expiry of the period of removal of item. No c be charged from Central/State Govt. /Central PSUs. When the firm applicable ground rent within the prescribed period, factory is entitl ground rent due and all incidental expenses from EMD/PSD.
19	Public Procurement for MSEs, Order 2012	As per GeM portal.
20	Public Procurement (Preference to Make in India), Order 2017	As per GeM portal.
21	Non- Disclosure Agreement	As per GeM portal
22	All other general terms and condition are also applicable as per provis Sept.2022 & its latest amendments. Generic Clauses for procurement on applicable.	

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its out consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such a Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of published on any external site or reference to external documents/clauses shall also be null and void. If any seller ha objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their repr the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bid: as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

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 share 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 a compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---