

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	30000
Item Category	SET OF SMALL GEAR & PINION COMPT A) 01 NO. CENTRI ASSLY FS-3143 B) 01 NO. ESCAPE WHEEL FS3144 (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 (R ATC),Additional Doc 3 (Requested in ATC),Additional Do in ATC) *In case any bidder is seeking exemption from Experien Criteria, the supporting documents to prove his eligibilit exemption must be uploaded for evaluation by the buye
Bid to RA enabled	No
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	1668663054.pdf
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	1667340

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 per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are exemption 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 Maharashtra, Department of Defence Production, Yantra India Limited, Ministry (Rajeev Gupta)

Splitting

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3

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 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 Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must submit certificate from the OEM regarding the percentage of the local content and the details of locations at which the local content is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the bidder 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 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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 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.

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+ 1 Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity price and contract will be 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 the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to confor contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , init may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the 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 the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of co be final and binding on the seller.

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

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

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

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

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

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

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

SET OF SMALL GEAR & PINION COMPT A) 01 NO. CENTRE WHEEL ASSLY FS-3143 B) 01 NO WHEEL FS3144 (30000 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	Delivery
1	*****	*****NAGPUR	30000	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:

- I M/s. BIDDER hereby declare that I shall not disclose the contract or any provision, specification, plan, design, sample or information thereof to any third party during and after expiry of Contract.
- 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, Buyer 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 and 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 any 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. Details of 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 OF WHICH CONSISTS OF (A) 01 NO.CENTRE WHEEL ASSEMBLY TO Dwg No. 3143 (B) 01 NO. ESCAPE WHEEL ASSEMBLY TO DRG.No. 3144 (Item code: 6722020107)
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 of 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. 1667340.00
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 (Four) weeks from the date of placement of the Supply Order.
8	a) Inspection Authority	Representative of GM/OFAJ. GM reserves the right to constitute an inspection agency to suit the convenience of the factory and in the 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 accredited Govt. approved lab for the properties specified in nomenclature, drawing 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 test reports provided by registered manufacturer for the trademark brand. 4. Firm has to submit proof of raw material purchase and indicate its sufficient number of Components to be manufactured from purchased raw material. 5. After raw material clearance, Firm has to submit advance sample for clearance before starting bulk production. (Advance sample required from first time) 6. Components to be manufactured as per the drawing specified in the nomenclature. Firm should intimate the inspection process of components & instruments used for inspection and also submit inspection 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 surface finish to avoid corrosion, damage during handling, transporting and storage. 9. Component will be subjected to surveillance quality check and perform as per OFAJ. 10. MIS will be sent within one month after receipt of component at OFAJ. 11. OFAJ team may visit the firm for Process/quality Audit.

10

PRE-QUALIFICATION CRITERIA

A. Manufacturer/OEM

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

ESSENTIAL FACILITIES :

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

DESIRABLE FACILITIES:

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

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

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

11	Performance Security Deposit	<p>(a) The Seller (successful bidder awarded contract) shall deposit 3% value of this order /contract value including taxes & duties as Security Deposit by way of Account Payee Demand Draft/Banker's Deposit Receipt from a Commercial Bank of India/Bank Guarantee in format(enclosed) from a Commercial Bank of India (for Indigenous Sellers) International reputed for which counter guarantee is given by Indian Banks within specified date (normally 30 days after notification of contract/ date of acceptance). Indemnity Bonds may be accepted Central PSUs.</p> <p>(b) PSD is not necessary for contracts valuing up to Rs. 10 lakhs.</p> <p>(c) The PSD/Performance Bank Guarantee should be valid for additional days beyond the delivery date of completion of all contractual obligations Warranty period (if any). In the event of the Contractual delivery extended by the Buyer, the Seller shall be responsible to ensure that the Performance Guarantee is also simultaneously extended/re-validated valid 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 fail to attend within reasonable period of time, the PSD will be forfeited /the Performance Guarantee will be encashed. In case any claims or any other contractual obligations outstanding, the Seller shall extend the Performance Bank Guarantee as the Buyer till such time as the Seller settles all claims and complete obligations. The Performance Bank Guarantee shall also be encashed/forfeited if conditions regarding adherence to delivery other provisions of the contract are not fulfilled by the Seller. The Buyer's decision shall be final and binding in this regard.</p> <p>(e) Performance Security Deposit is initially to be given by the supplier for the original supply order quantity without option clause quantity. PSD (without interest) for the original supply order quantity may be returned after fulfillment of all contractual obligations of the original supply order quantity 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, ORDNA AMBAJHARI, NAGPUR. The Seller should send original copy of PSD to Bank Details are as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">1</td> <td style="width: 60%;">BENEFICIARY NAME</td> <td style="width: 10%; text-align: center;">:</td> <td style="width: 20%;">YANTRA INDIA LIMITED ORDNA 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 ORDNA AMBAJHARI</td> </tr> </table>	1	BENEFICIARY NAME	:	YANTRA INDIA LIMITED ORDNA AMBAJHARI	2	Account No	:	40429114389	3	IFSC CODE	:	SBIN0010314	4	BANK NAME	:	STATE BANK OF INDIA	5	BANK ADDRESS	:	AMBAJHARI ORDNA AMBAJHARI
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5	BANK ADDRESS	:	AMBAJHARI ORDNA AMBAJHARI																			
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 50:30:20 is applicable provided that at least 50% of the quantity shall be done between L1, L2 & L3. Bidders does not accept the counter-offered L1 rate then such undistributed quantity shall revert back to the L1 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 Purchase Agreement shall be deemed to be the essence of the contract, and delivery must be completed within the dates specified therein. Should the Seller fail to deliver the stores at the factory premises or any consignment thereof within the period prescribed for such purpose, the Buyer shall be entitled to recover from the Seller agreed liquidated damages, and a penalty a sum of 0.5% per week of delay or part thereof, subject to a maximum of 5% of the contract value. The Buyer's claim towards liquidated damages on the undelivered part of the order shall be charged on the basic cost excluding taxes and duties. Imposition, recovery and enforcement of this LD shall not affect Buyer's right to performance, compensation and the agreement. Liquidated Damages in contracts with Price Variation shall be levied on the price as varied by the operation of the Price Variation clause.
18	Ground Rent	If the material supplied by the vendors is rejected at the factory premises, the Seller shall be required to lift the rejected material within 30 days of issue of rejection. The Seller shall have right to recover a charge for the storage space at @1% of the cost of the material stored, cleared, per week or part thereof, with maximum ceiling of 10% of value of the material. After lapse of 10 weeks, if it is found that firm has not taken any action for removal of the goods, the goods may be confiscated and disposed off as per disposal procedure. The Seller shall send a notice and giving 30 working days time to the firm. Ground rent shall be calculated from the date of expiry of the period of removal of item. No ground rent shall be charged from Central/State Govt. /Central PSUs. When the firm fails to pay the applicable ground rent within the prescribed period, the Buyer is entitled to recover the 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 provisions of the Procurement Manual Sept.2022 & its latest amendments. Generic Conditions of procurement on GeM are also applicable.	

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority of the Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcomes 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. Any clause incorporated by the Buyer as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment terms, or governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further, any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If the seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise a representation against the same by using the Representation window provided in the bid details field in Seller dashboard on logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations. Bidder shall be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender Fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee /

through ATC clauses would be treated 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 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 clause and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---