

Contract



Contract No: GEMC-511687745184351

Generated Date: 29-Aug-2022

Bid/RA No: [GEM/2022/B/2245748](#)

Organisation Details

Type: Central PSU
Ministry: Ministry of Defence
Department: Department of Defence Production
Organisation Name: Yantra India Limited
Office Zone: Ordnance Factory Ambajhari Nagpur Maharashtra

Buyer Details

Designation: JWMFNCCSG
Contact No.: 0712-2393368-
Email ID: sujittitarmare.ofb@gov.in
GSTIN: 27AABCY4214A2ZS
Ordnance Factory Amabajhari, Defence near Defence
Project Post office,
NAGPUR, MAHARASHTRA-440021, India

Type of Inspection: Stage-wise Inspection

For Quality Assurance Plan please refer to the bid GEM/2022/B/2245748

Inspection Agency/ Authority: Board of Officers

Financial Approval Detail

IFD Concurrence: No
Designation of Administrative Approval: AWM/DM-4
Designation of Financial Approval: JWM/F&A

Paying Authority Details

Payment Mode: Internet Banking
Designation: Sr. Accounts Officer
Email ID: dmgandhare.ofb@gov.in
GSTIN: N
Ordnance Factory Amabajhari, Defence near Defence
Project Post office,
NAGPUR RURAL, MAHARASHTRA-440021, India

Seller Details

GeM Seller ID: 6149190001031206
Company Name: SHANTI ARMS-TECH PRIVATE LIMITED
Contact No.: 07104234510
Email ID: info@shantiarmstech.com
Address: W-23,SHANTI ARMS TECH PVT LTD,MIDC INDUSTRIAL AREA HINGNA,HINGNA, NAGPUR-440016,
Nagpur, MAHARASHTRA-440016, -
MSME verified: Yes
MSME Registration number: UDYAM-MH-20-0006483
MSE Social Category: General
MSE Gender: Male
GSTIN: 27AACCS2137B1ZU

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : SLIDE SHOE TO OFAJ DRAWING NO FS-3024 Brand : SHANTI ARMS-TECH PVT LTD. Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : SLIDE SHOE TO OFAJ DRAWING NO FS-3024 (Q3) Model: SLIDE SHOE TO OFAJ DRAWING NO FS-3024 HSN Code: 9306	12,774	pieces	57.23	NA	731,056.02

Total Order Value (in INR)

731,056.02

Inspection Officer:

Name: Board of Officers as nominated by the Buying Authority
E-mail: notapplicable@boardofficers.in
Phone: Not applicable

Place of Inspection:

Address: As per TE
person name: SK Sahu
contact number: 9923001634

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: mrajender.ofb@ofb.gov.in Contact: 0712-2393289- GSTIN: - Address: Ordnance Factory Amabajhari, Defence near Defence Project Post office, NAGPUR, MAHARASHTRA-440021, India	SLIDE SHOE TO OFAJ DRAWING NO FS-3024	-	12,774	29-Aug-2022	27-Dec-2022

Product Specification for SLIDE SHOE TO OFAJ DRAWING NO FS-3024

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/08/60/206/CatalogAttrs/SpecificationDocument/2022/6/24/2022_06_24_16_38_43_specification_2022-06-24-16-38-48_359c18e886c7c882989e5aa97b2b2784.pdf
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Buyer Specification Document:

1. DrawingDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2373349/54/78/703/CatalogAttrs/DrawingDocument/2022/6/8/fs-3024_2022-06-08-09-38-10_1b2d1cbb7cc71ac7d5ca126bbd396b67.pdf
2. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2373349/54/78/703/CatalogAttrs/SpecificationDocument/2022/6/8/qmi-slide-shoe_2022-06-08-09-38-10_46dc159b1d04a9ea014ec2c44a73c80c.pdf

Terms and Conditions**1. General Terms and Conditions-**

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-**2.1 Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

To publish the tender on GeM Portal for quantity, i.e. 12,774 Nos., on Source Development Open Tender Enquiry (SD/OTE) on two-bid system.

Following important terms & conditions will be incorporated in respective tender enquiries:

Sr.	Term	Condition
1	Type of TE	SD/OTE in Two Bid System
2	Option Clause	Not Applicable
3	a) Delivery Terms	FOR - OFAJ
	b) Delivery Schedule	100% of the SO quantity to be supplied within Three (03) Months from the date of placement of the Supply Order.
	PRE	ESSENTIAL FACILITIES:- 1)02 NOS PRESSES 05 TO 50 TON 2)MILLING MACHINES (02 NOS)

4	QUALIFICATION CRITERIA FOR MANUFACTURER	<p>3)INSPECTION FACILITY FOR CHECKING DIMENSIONS</p> <p>4)DEBURRING FACILITY</p> <p>DESIRABLE FACILITIES:-</p> <p>1)CHEMICAL AND MECHANICAL TESTING FACILITIES REQUIRED FOR TESTING OF RAW MATERIAL.</p>																				
5	Inspection Authority	<p>Representative of GM/OFAJ.</p> <p>GM reserves the right to change the inspection agency to suit the convenience of the factory and in the interest of the state.</p>																				
6	Inspection	As per Quality Monitoring Instructions.																				
7	Performance Security Deposit	<p>(a) The Seller (successful bidder awarded contract) shall deposit 3% of the total value of this order /contract value including taxes & duties as Performance Security Deposit by way of Account Payee Demand Draft/Banker's Cheque/Fixed Deposit Receipt from a Commercial Bank of India/Bank Guarantee in the prescribed format(enclosed) from a Commercial Bank of India (for Indigenous Sellers)/ Bank of International repute for which counter guarantee is given by Indian Bank (for Foreign Sellers) within specified date(normally 30 days after notification of the award of contract/ date of acceptance). Indemnity Bonds may be accepted as PSD from 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 period of 60 days beyond the delivery date of completion of all contractual obligation including Warranty period (if any). In the event of the Contractual delivery period being extended by the Buyer, the Seller shall be responsible to ensure that the validity of the Performance Guarantee is also simultaneously extended/re-validated so that it is valid for additional period of 60 days beyond the new delivery date of completion 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 the defects within reasonable period of time, the PSD will be forfeited /the Performance Bank Guarantee will be encashed. In case any claims or any other contract obligations are outstanding, the Seller shall extend the Performance Bank Guarantee as requested by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee shall also be liable for encashment/forfeited if conditions regarding adherence to delivery schedule and other provisions of the contract are not fulfilled by the Seller. The Buyer decision shall be final and binding in this regard.</p> <p>(e) Performance Security Deposit is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD (without interest except FDR) for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding Option Clause, PSD amount may be worked out 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 quantity including warranty period (if any).</p> <p>(f) PSD will be submitted in favor of YANTRA INDIA LIMITED, ORDNANCE FACTORY AMBAJHARI, NAGPUR. The Seller should send original copy of PSD to Factory /Unit. Bank Details are as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 10px;">1</td> <td style="padding-right: 10px;">BENEFICIARY NAME</td> <td style="padding-right: 10px;">:</td> <td>YANTRA INDIA LIMITED ORDNANCE 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 ORDNANCE FACTORY</td> </tr> </table>	1	BENEFICIARY NAME	:	YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI	2	Account No	:	40429114389	3	IFSC CODE	:	SBIN0010314	4	BANK NAME	:	STATE BANK OF INDIA	5	BANK ADDRESS	:	AMBAJHARI ORDNANCE FACTORY
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5	BANK ADDRESS	:	AMBAJHARI ORDNANCE FACTORY																			
8	EMD / Bid Security Declaration	<p>a) EMD for a value ofRs. 35046/- to be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt /Banker's Cheque / Bank Guarantee (in prescribed format) from any of the Commercial banks / payment online (to be specified, on implementation). EMD should be valid for 90 days beyond the validity of the bid. Bank details are as follows: _</p> <p>b) Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form in original shall be summarily rejected.</p> <p>c) EMD will not carry any interest for the period it is retained with Buyer. EMD will be forfeited if a Seller withdraws, amends, impairs and/or derogates within validity period.</p> <p>d) EMD is to be submitted by the bidders except Micro and Small Enterprises (MSEs) having UAM number as defined in MSE Procurement Policy 2012 issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department (including OFs) or Start-ups as recognised by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. Bidders/Sellers exempted from submission of EMD must submit certified copy of Govt of India authority for such exemption in lieu of EMD.</p> <p>e) EMD of the technically rejected bidder shall be returned immediately after technical evaluation. EMD of balance unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after award of contract/ finalization of the tender. The EMD of the</p>																				

		<p>successful bidder would be returned, without any interest whatsoever, after the receipt of PSD from them as called for in the consequent Contract. 224</p> <p>f) In case of two bid system EMD in original form should be enclosed along with the technical bid. Technical bid without EMD in original will be rejected.</p> <p>g) EMD remittance document, either in Indian currency or any other convertible currency of the specified amount, can be arranged by the Indian subsidiary / branch office in India of a foreign Seller which shall be submitted along with a certificate confirming the relationship of subsidiary / branch office in the Seller's offer.</p> <p>h) EMD Shall be submitted in favor of YANTRA INDIA LIMITED, ORDNANCE FACTORY AMBAJHARI, NAGPUR. The Seller should send original copy of PSD to Factory /Unit. Bank Details are as follows:</p> <p style="margin-left: 40px;">1 BENEFICIARY NAME : YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI</p> <p style="margin-left: 40px;">2 Account No : 40429114389</p> <p style="margin-left: 40px;">3 IFSC CODE : SBIN0010314</p> <p style="margin-left: 40px;">4 BANK NAME : STATE BANK OF INDIA</p> <p style="margin-left: 40px;">5 BANK ADDRESS : AMBAJHARI ORDNANCE FACTORY</p>
9	PV Clause	Not applicable in this tender.
10	Payment Terms	As per GeM Terms & Conditions
11	Evaluation and Comparison of substantially responsive bids	As per GeM Terms & Conditions.
12	Quantity Distribution Clause	Not Applicable
13	Quantity Tolerance	Not Applicable.
14	Tender Opening Date	Bidding will be closed within 21 days from date of publication.
15	Ground Rent	Ground Rent is applicable as per Para given in Part-III 3.5 (b) of Standard Condition (OFBPM-2018) or as per GeM portal.
16	MONITORING INSTRUCTIONS FOR VENDOR	<p>1. Firm has to take raw material clearance and Firm has to submit pre-inspection test report from NABL accredited / P.S.U / Govt. approved lab for chemical composition, Physical Properties and any other properties as mentioned in the drawing before submitting raw material for clearance. Raw material details are as given below (From clause no. 1.1 to 1.3): -</p> <p style="margin-left: 40px;">1.1. Input Material Specifications: Material Grade EN AW 7075-T6.</p> <p style="margin-left: 40px;">1.2. Chemical Composition: As per SS-EN 573-3, grade EN AW 7075.</p> <p style="margin-left: 40px;">1.3. Mechanical properties: As per SS-EN 485-2, grade EN AW 7075-T6</p> <p style="margin-left: 40px;">1.4. Test reports to give reference of OFAJ supply order.</p> <p>2. Firm has to submit proof of Raw material purchase and indicate its sufficiency for No. of Components to be manufactured from purchased raw material.</p> <p>3. After raw material clearance, Firm has to submit advance sample for clearance before starting bulk production. (Advance sample required from first time supply)</p> <p>4. Components to be made as per the drawing specified in the nomenclature & Firm shall submit inspection report / dimensional report mentioning OFAJ supply order number along with supply.</p> <p>5. Firm to take all necessary precautions for proper packaging and surface protection to avoid corrosion, damage during handling, transporting and storage.</p> <p>6. Component will be subjected to surveillance quality check</p>

		<p>and performance trial at OFAJ.</p> <p>7. OFAJ team may visit the firm for Process/quality Audit.</p> <p>8. MIS will be sentenced within one month after receipt of material / component at OFAJ.</p>
17	Public Procurement for MSEs, Order 2012	<p>As per OFB vide letter No. 112/5/MM(P&C) dated 24/08/2020 has directed to extend the following benefits to Micro & Small Enterprises (MSEs) firms:</p> <p>(a) Firms must submit/upload Udyog Aadhaar Memorandum Number (UAM) by Micro and Small Enterprises (MSE) on OFB e-procurement portal and MSE's. Bidders who fail to submit UAM number shall not be able to avail the benefits to MSE's, as contained in Public Procurement Policy for MSEs Order 2012, for tenders invited electronically through OFB e-Procurement. The copy of the same must be attached in bidder/firm responses.</p> <p>(b) "In tender, participating MSE's quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSE(s) shall be allowed to supply up to 25% of the total tender value.</p> <p>(c) 5% sub target within 25% of tendered value, shall be earmarked for procurement from the MSEs owned by SC/ST Entrepreneurs. Provided that, in the event of failure of such MSEs to participate in the Tender Process or meet the Tender Requirements and the L1 price, the 5% of sub target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from the other MSE's.</p> <p>(d) 3% sub target within 25% of tendered value, shall be earmarked for procurement from Micro and Small Enterprises owned by women. Provided that, in the event of failure of such MSEs to participate in the Tender Process or meet the Tender Requirements and the L1 price, the 3% sub target for procurement earmarked for MSEs owned by women shall be met from the other MSE's.</p> <p>(e) 358 items are also reserved for exclusive procurement from MSE's.</p> <p>OR as per GeM portal</p>
18	Public Procurement (Preference to Make in India), Order 2017	<p>Eligibility of 'Class-I local supplier' 'Class-II local supplier'/'Non-local suppliers' for different types of procurement:</p> <p>a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class - I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.</p> <p>b) In procurement of all goods. services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'</p> <p>c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System integrator (SI) contracts.</p> <p>'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by the Nodal</p>

		<p>Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>'Class - I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.</p> <p>'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.</p> <p>'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.</p> <p>Notwithstanding anything procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.</p> <p>OR as per GeM portal</p>
19	Non-disclosure agreement (NDA):	<p>This component drawing shall be treated as confidential by the parties including their officers/employees and shall limit access of such of its officers/employees involved in relevant work on a need to know basis. Except with the written consent of the buyer, the participating vendor(s) shall not disclose the specifications, plan, drawing, pattern or information thereof, to any third party, other than a person employed by the participating bidders involved in relevant work on need to know basis. In case it is found that a participating firm(s) or its employee(s) is engaged in unethical practices, the firm shall be barred from participating in the future contracts and/or suspended and/or banned for a period of not more than ten years as decided by competent authority. In exceptional cases and those involving national security considerations the competent authority may order a longer period of banning of business dealings with an entity, as deemed appropriate.</p> <p>OR as per GeM portal</p>
20	Model Clause/ Certificate for tenders as per GFR 2017	as applicable On GeM portal.
21	All other general terms and condition shall applicable as per provisions of OFBPM 2018 and Quality Monitoring Instructions to Vendors AND/OR as per GeM portal	

NOTE:- Following established and registered suppliers are not eligible for instant item.

- 1)M/S ASHOKA MOULDERS (P) LTD, KOLKATA
- 2)M/S CNC COMPONENTS PVT LTD, KOLKATA
- 3)M/S SANDEEP METAL CRAFTS PVT LTD , NAGPUR

2.2 Generic:

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

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

2.3 Generic:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.4 Generic:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, 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 or 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 replace/rectify 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 on the Seller.

2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, 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.

2.7 Scope of Supply:

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

Price Offered for Spares / Consumables:

[Price Offered for Spares / Consumables Document link](#)

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.