



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5644170
Dated/दिनांक : 25-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-12-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-12-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Yantra India Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	7
Item Category/मद केटेगरी	Supply cost of CNC HEAVY DUTY LATHE , Accessories Toolings and other Essential Items , Packing and forwarding , Freight and Insurance , Civil Work , Erection Commissioning and Testing , Training
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CNC HEAVY DUTY LATHE (EFFECTIVE BED LENGTH 10 METER)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	modular electrical switches and accessories
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• Lathe Machine as per IS 6893:1988• CNC Simulator
BOQ Title/बीओक्यू शीर्षक	CNC HEAVY DUTY LATHE EFFECTIVE BED LENGTH 10 MTR
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	475 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रिंता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Supply cost of CNC HEAVY DUTY LATHE
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1901000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Metal & Steel Factory, A Unit of Yantra India Ltd., Govt. of India Enterprise, (Engineering Office), Metal & Steel Factory, A Unit of Yantra India Ltd., Govt. of India Enterprise, Ministry of Defence, Ishopore, PO-Nawabganj, North- 24 Paraganas, West Bengal (INDIA), PIN- 743144 Ph. 033-25938400 to 8407, Extn: 2303, 2443, 2348 Direct contact No. 033 25938433 (Metal And Steel Factory , A Unit Of Yantra India Ltd. Govt. Of India Enterprise)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to

percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

- 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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-12-2024 11:00:00	PRE BID 1) Date: - 04-12-2024, 11.00 hrs. through VC .Interested Vendors are requested to intimate about their participation along with BID no. To E-Mail id: msfeopm@ord.gov.in before 02-12-2024, 10.00 hrs for forwarding link for VC.

Supply Cost Of CNC HEAVY DUTY LATHE

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document[View File](#)

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	240

Accessories Toolings And Other Essential Items

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

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100%	NA

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

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1	*****	*****NORTH 24 PARAGANAS	1	240

Packing And Forwarding

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

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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
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Freight And Insurance

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

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100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	240

Civil Work

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

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100%	NA

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

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1	*****	*****NORTH 24 PARAGANAS	1	240

Erection Commissioning And Testing

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

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100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	330

Training

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

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100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****NORTH 24 PARAGANAS	1	330

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

1. **Buyer Added Bid Specific ATC**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer's Added Bid Specific ATC for "CNC Heavy Duty Lathe (Effective bed length of 10 Mtr.)Machine along with accessories, toolings & spares , Qty- 01 No. "	Bidders Compliance
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Note No.	Note Header	Description	
1	Compliance of ATC	In addition to GeM GTC, STC etc, following clauses shall be part of bid. Bidder shall carefully read the clauses mentioned in ATC (including Part-I to V) & shall attach the compliance of the same duly signed and stamped.	
2	Type of Firm	Bidder to specifically mention the type of firm either: (i) Sole Proprietorship, (ii) Partnership Firm, (iii) Pvt. Ltd. Co., (iv) Public Sector Undertaking, (v) Central Govt., (vi) State Govt., (vii) Co-operative Co. (viii) any other type not covered in above types	
3	Categories of Suppliers	Firm shall mention the appropriate one categories of suppliers from the following categories: (a) Manufacturers, who supply indigenous items. (b) Agents/ Distributors of such manufacturers, who desire to market their production only through their agents. (c) Foreign manufacturer with / without their accredited agents in India. (d) Stockiest of imported spares or other specified items. (e) Supplier of imported goods having regular arrangement with foreign manufacturers. (f) Consortium of foreign and Indian firms, especially for turn-key contracts NOTE:- If the bidder itself is not the OEM, then the bidder must submit the valid authorisation certificate of the offered Machine from their OEM	
4	Financial Documents	<p>“Upload Financial Document” is the feature available on gem where bidder need to upload pdf file as per buyer’s requirement. This document is opened along with price bid only. Hence, Bidder must be cautious to upload the document under “Upload Financial Document”.</p> <p>In this case, bidder need to upload pdf file of PRICE D ANNEXURE-F containing cost of MRLS (Manufacturer’s Recommended List of Spares) & Optional items (If any).</p> <p>It may be noted that Price for the Spares (MRLS) & Optional Items (If any) as provided in the PDF upload by the seller shall not be a part of L1 Evaluation criteria. However, such prices shall be part of contract document and will be valid for entire contract period. Ordering of such individual items shall be handled offline by the buyer as per requirement.</p>	

5	<u>BOQ-Quantity</u>	Recently BOQ bid has been upgraded by Gem, where it is being observed that No. of bid quantity in bid documents is showing in multiplication of No. of breakup of P&M like Basic, Accessories, Toolings, Packing & Forwarding, freight, civil foundation works, erection & commissioning with inspection testing, training, etc, asked in BOQ template for cost breakup of P&M. Hence bidders are requested to go through the BOQ template and quote accordingly.
6	Exemption to MSE & Startup firms	Experience: - Exemption may not be given considering procurement of items related to public safety, health, critical security operations and equipment, etc. Turnover: Exemption may be given.
	<u>PART -1 :</u>	<u>INSTRUCTIONS FOR TENDERERS</u>
Clause No.	Clause Header	Description
1.1	MANNER OF SUBMITTING THE BIDS	Bids shall be accepted by <u>electronic mode only</u> , through GeM Portal i.e. "https://gem.gov.in" The detailed manuals for vendor enrolment, bid submission etc are available on the home page of GeM Portal under "RESOURCES" option
1.2	MANNER OF SUBMITTING THE BIDS	Tender Fee is not applicable. Bidders are requested to refer the Bid Documents on GeM Portal i.e. "https://gem.gov.in" and submit their On-line bid accordingly.
1.3	MANNER OF SUBMITTING THE BIDS	The CORRIGENDUM, if any, to the originally published tender shall be published on GeM Portal i.e. "https://gem.gov.in" only. Not through any other media, and hence all prospective bidders have to keep track of Tender Enquiry on the specified website for issuance of any CORRIGENDUM till bid-opening time.
1.4	MANNER OF SUBMITTING THE BIDS	The e-bid will be opened online on GeM portal on the specified opening date.
2.0	VALIDITY OF BIDS	The Bids should remain valid till Six (6) months from the last date of submission of the Bids as per T.E.
3.0	BIDDING PROCEDURE	Bids are invited under Two Bid System i.e. Technical Bid & Price Bid. Only the TECHNICAL BIDS would be opened on the TIME and DATE of TENDER OPENING mentioned in the Tender Enquiry. PRICE BIDS of only those firms will be opened, whose Technical Bids are found compliant/suitable after technical evaluation which is done by the Buyer.

4	FORWARDING OF BIDS	Bids should be submitted by Bidders after successful completion of enrolment procedure on GeM portal .The bidders should also furnish the complete contact details i.e. Postal & e-mail address, Phone No., Fax No., Contact Person etc of their office The Indian firms are required to furnish additional details like, GSTIN number, Bank Address with details of EFT Account etc.	
5.0	LANGUAGE OF DOCUMENTS	All Design Engineering Data, Drawings, Manuals, Literatures, Documents etc. shall be in English only and shall be as per standard engineering practice. If any other language is used along with English, the English version will be taken as authentic for any and all purpose. Only metric units and no other units shall be used in all drawing, documents etc.	
6.0	CLARIFICATION REGARDING CONTENTS OF THE TENDER	A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than one week prior to the date of opening of the Bids. If any amendment is done then it shall be hoisted as CORRIGENDUM through GeM Portal & the same will be intimated to all prospective bidders.	
7.0	PRE-BID CONFERENCE (If planned by Factory)	A Pre Bid Conference shall be held as per details provided in Pre-bid Tab (If planned). In Pre Bid, bidders will be briefed about the bid conditions and issued clarifications.	
8.0	MODIFICATION AND WITHDRAWAL OF BIDS	A bidder may modify or withdraw his submitted bid up to the closing time of bid i.e. last date of bid submission. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security	
9.0	CLARIFICATION REGARDING CONTENTS OF THE BIDS	During evaluation and comparison of bids, the Buyer may , at its discretion, ask the bidder for clarification of his bid . The request for clarification will be given in writing on GeM portal and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.	
10.0	REJECTION OF BIDS	Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Conditional tenders will be rejected. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD	

11.0	RIGHT OF ACCEPTANCE OF OFFER	The purchaser reserves his right to accept or reject any of fer without assigning any reason thereof. The purchaser does not pledge to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from him.	
12.0	NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER	The Tenderer, whose tender is not accepted, shall not be entitled to claim any cost, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the purchaser may elect to withdraw the invitation to this tender.	
13.1	EARNEST MONEY DEPOSIT (Amount & Form of EMD)	<p>Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.19,01,000.00/-alongwith their bids. Bids received without EMD shall be summarily rejected without technical evaluation. The EMD may be submitted in the form of account payee Demand Draft (DD), Fixed Deposit Receipt (FDR), Banker's Cheque or Bank Guarantee (Including e-Bank Guarantee) in specified format from any of the commercial Banks. Because of limited validity period of demand draft and banker's cheque, such EMDs shall be deposited in the Govt. fund and the same amount will be refunded to bidders, as applicable. EMD shall be in favour of "METAL AND STEEL FACTORY ISHAPORE (A UNIT OF YANTRA INDIA LTD)".</p> <p>Original EMD to be sent to MSF (Engineering Office) on or before the bid opening date & scanned copies to be attached with the Online bid.</p> <p>In case of FDR, The bank shall certify on it that it can be withdrawn only on demand or sanction of the pledge. The bank shall also agree that on receipt of signed treasury challan and withdrawal order from the pledge, they will deposit the amount into the nearest treasury and send the receipt thereof to the purchaser.</p>	
13.2	EARNEST MONEY DEPOSIT (Validity of EMD)	EMD is to remain valid for a period of Forty Five (45) days beyond the validity of Offer of the firm. 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 EMD (Bid Security) of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security Deposit (PSD) from them as called for in the contract.	

13.3	EARNEST MONEY DEPOSIT (EMD Exemption)	EMD is required to be submitted by all 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 Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) or exempted Bidder as per GEM GTC . Relevant certificate must be uploaded by firm for EMD Exemption.	
13.4	EARNEST MONEY DEPOSIT (Forfeiture of EMD)	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 the tender. Further, if the successful tenderer fails to furnish the required Performance Security Deposit after placement of supply order within the specified period, its EMD will be forfeited.	
14.1	SIGNING OF TENDER	The BID DOCUMENTS should be signed by the competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.	
14.2	SIGNING OF TENDER	Individual signing the tender or other documents connected with a contract must specify whether he signs as : (i) 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor. (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney (iii) Constituted attorney of the firm if it is a company.	
14.2.1	SIGNING OF TENDER	In case of (ii) above, a copy of the Partnership Agreement or General Power of Attorney, in either, case, attested by a Notary Public should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.	
14.2.2	SIGNING OF TENDER	In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.	
14.3	SIGNING OF TENDER	A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.	

15.1	TECHNICAL BID	The tenderer shall carefully check the specifications and drawings (if any) and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.	
15.2	TECHNICAL BID	The offer should 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. All necessary documents as required for the tender should be uploaded online only.	
15.3	TECHNICAL BID	The tenderer is at liberty to offer alternative quotations for any modifications/ substitutes he considers advisable giving full reasons in support thereof. However, it will not be binding on purchaser to accept it in part or full. -	
15.4	TECHNICAL BID	The offer should conform to technical specifications and the conditions of contract. Accordingly, bidder to submit clause wise compliance of Technical Specification. However, deviations, if any, should be clearly brought out by the tenderers in COMPLIANCE SHEET OF TECHNICAL SPECIFICATION.	
15.5	TECHNICAL BID	The bidder should invariably submit clause-wise compliance statement of ATC against all the PARTS - (I) to (V) of the bid documents on GeM Portal, stating where they meet requirement in to and where and how they deviate giving full details and remarks if any. Please note that any T&Cs/deviation mentioned/attached in separate sheet other than Compliance Sheet of ATC will not be acceptable.	
15.6	TECHNICAL BID	The tenderer should certify in the technical bid that the price-bid contains item-wise price as specified in Technical Specification.	
15.7	TECHNICAL BID	In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the UNPRICED copy of the PRICE BID (REPEAT UNPRICED) (as per Price Bid/BOQ Template) along with other terms & conditions should be enclosed with the Technical Bid. The rate of all the Statutory Taxes & Duties, if applicable, should be indicated clearly in the UNPRICED copy of Price Bid.	
15.8	TECHNICAL BID	The tenderer shall inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.	

15.9	TECHNICAL BID	Incomplete quotations or quotations without toolings and fixtures in case of Tooled-up machines are liable to be ignored.	
16.1	PRICE BID	In the price bid, the tenderer shall include all elements of cost of Plant and Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. As the work is of Turnkey nature, the vendor will be responsible for complete execution of the plants including construction of buildings (if any) and necessary Civil/Electrical/Instrumentation/Mechanical Works, if any , as specified in the scope of work.	
16.2	PRICE BID	<p>Rates for Spares (Manufacturer's Recommended List of Spares) & Optional items (if any)(Not consumables) should be quoted separately item-wise and not to be included in the price of the machine. The price quoted for spares by the firms will not be taken into account for deciding the ranking position of the firm.</p> <p>Accordingly, Bidder should quote the price of Manufacturer's recommended List of spares & Optional Items excluding consumables (If any) in specified format (i.e. Annexure-F) separately and upload the scan copy of same as PDF File under the option of "Upload Financial Document". Price for the Spares (MRLS) & Optional Items (If any) as provided in the PDF upload by the seller shall not be a part of L1 Evaluation criteria. However, such prices shall be part of contract document and will be valid for entire contract period. Ordering of such individual items shall be handled offline by the buyer as per requirement.</p> <p>Note - Bidder shall attach UNPRICED LIST of MRLS and optional items (If any) along with technical bid. List of such spare parts (with source of supply) shall be indicated in attached unpriced MRLS.</p> <p>(Format of Annexure-F is enclosed with BID)</p>	
16.3	PRICE BID	<p>In some cases foreign plant supplier stipulate that purchase can be made through their Indian Counter Part / Collaborator (NOT AGENT). In such cases purchase can also be made against RUPEE payment only for those plants/machines against offer from Indian Tenderers with the following conditions :</p> <p>(i) Import Clearance to be arranged by the tenderer. (ii) Arrange inspection / training in India. (iii) Provide After Sales Service (iv) PDI & Inter stage inspection if any shall be done at premises of Indian counter part in India only.</p>	

16.4	PRICE BID	For all Plant & Equipment, Accessories, Toolings, Spares etc. of Indigenous Sources, prices shall be quoted in Rupees for delivery ex-works basis. Statutory Taxes Duties e.g. GST etc., if applicable should be indicated separately and distinctly. However, order if any, will be on Delivery at destination (DAP) basis i.e. F.O.R. MSF, Ishapore basis, wherein Freight Charges, Insurance Charges, Taxes & Duties etc. will be paid on actual against documentary proof.
16.5	PRICE BID	Price quoted in BOQ template (Except Cost of Manufacturer's recommended Spares & optional items If any quoted as pdf file in Financial upload option) only to be considered. Any documents other than a above said indicating the price of any item will not be acceptable. Revision in Price Bid or Technical Bid having impact on prices will not be considered after opening of Technical Bids.
17.1	TECHNICAL CAPACITY	The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender.
17.2	TECHNICAL CAPACITY	The Bidder or its OEM {themselves or through reseller(s)} should have manufactured, supplied & commissioned successfully the same or similar P&M(s) {i.e. CNC Heavy Duty Lathe Effective Bed Length of 08 Mtr. Or above } to any Central / State Govt. Organization / PSU / Public Listed Company /Pvt. Reputed firm(s) during the last 05 years from the bid opening date. In this regard, Bidder shall submit Detailed statement (as per Annexure-H) of same or similar machine(s) (as mentioned above) built by them/ their OEM at least during the last 5 years and name and full address of the customers with order No., date of supply and performance report thereof. Contract Copies & Performance feedback reports from user to be submitted along with technical bid.
17.3	TECHNICAL CAPACITY	The Executive Director/MSF reserves the right to verify Capacity (Technical & Financial) or Performance of any Tenderer if required during technical evaluation of his offer on the above information.
18.1	FINANCIAL CAPACITY	The tenderer 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 during last three years, values of orders executed during the past seven years, etc. [In case of Consortium, all the partners of the Consortium should submit the above-mentioned financial documents of their firm.]
18.2	FINANCIAL CAPACITY	In the case of Indian tenderer, the following documents shall also be uploaded with their technical bid positively.

18.2.1	FINANCIAL CAPACITY	Copies of last three years annual report indicating profits and losses.	
18.2.2	FINANCIAL CAPACITY	Copies of Partnership Deeds or Consortium Agreement, if any. [Regarding Consortium Agreement, the Consortium Partners should indicate their responsibility and Scope of Work specifically in the Consortium Agreement pertaining to the T.E.]	
18.2.3	FINANCIAL CAPACITY	Copy of Certificate of Incorporation and Articles of Association.	
18.2.4	FINANCIAL CAPACITY	Copies of Ownership documents in respect of Manufacturing Plant.	
18.2.5	FINANCIAL CAPACITY	General Power of Attorney in favour of any signatory, other than the Owner/Head of the firm.	
18.2.6	FINANCIAL CAPACITY	Affidavit that the firm has never been banned.	
19.0	LEGAL CAPACITY	The tenderer shall satisfy the purchaser that he is competent and authorize to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.	
20.0	QUERIES/CLARIFICATIONS	Queries/clarifications of all nature, if any that may arise should be referred by the Tenderer by digitally signed e-mail/e-mail with attached signed documents addressed to THE Executive Director at E-MAIL : msfeopm@ord.gov.in .	
	PART-II :	<u>TECHNICAL SPECIFICATION:</u> <u>Please refer BOQ specification</u> -	
	PART-III :	<u>STANDARD CONDITIONS OF CONTRACT</u>	
Clause No.	Clause Header	Description	
1.0	NOTE	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/Supplier in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.	
2.0	LAW	The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.	

3.1	EFFECTIVE DATE OF THE CONTRACT	The contract shall come into effect on the date of placement of Contract on GeM Portal by buyer 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.	
4.0	ARBITRATION	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 :	
4.1	ARBITRATION For Indian Suppliers - Other than PUBLIC ENTERPRISES / GOVT. DEPARTMENTS	<p>1. All the disputes and differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD/YIL, Government of India. 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.</p> <p>2. The Arbitration shall be as per Arbitration Act 1996 or any statutory modification thereof.</p> <p>3. The venue of Arbitration shall be MSF, Ishapore, North 24 Parganas, West Bengal, India.</p>	

4.2	<p>ARBITRATION For Indian Suppliers - PUBLIC ENTERPRISES / GOVT. DEPARTMENTS</p>	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be referred by either party for Arbitration to the Permanent Arbitration Machinery set up in the Department of Public Enterprises i.e. to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. (Ref- Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/01/2004)</p>
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5.0	PENALTY CLAUSE OF UN DUE INFLUENCE	<p>The seller undertakes that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in servicing of buyer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without 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 has been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt to such act on behalf of the seller towards any officer or employee of the Buyer or to any other person in a position to influence the decision of the Buyer, directly or indirectly or any attempt to influence in 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, for future of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>
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6.0	AGENTS/ AGENCY COMMISSION	<p>The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after 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 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 event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above one-year LIBOR rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Govt. of India.</p>	
7.0	ACCESS TO THE BOOKS OF ACCOUNTS	<p>In case it is found to the satisfaction of the Buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/inspection of the relevant financial document/information.</p>	
8.0	NON-DISCLOSURE OF CONTRACT DOCUMENTS	<p>Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.</p>	
9.1	LIQUIDATED DAMAGE [L.D.]	<p>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, as per provision mentioned in GEM GTC i.e. @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p>	

10.0	TERMINATION OF CONTRACT	<p>The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :</p> <ol style="list-style-type: none"> 1. 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. 2. The Seller is declared bankrupt or becomes insolvent. 3. The delivery of material is delayed due to causes of Force Majeure by more than Six (6) months, provided Force Majeure clause is included in contract 4. The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for doing or forbearing to do any action in relation to this Contract, e.g. if the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such agent. 5. As per decision of the Arbitration Tribunal. 	
11.0	NOTICES	<p>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 or e-mail , addressed to the last known address of the party to whom it is sent.</p>	
12.0	TRANSFER AND SUB-LICENSING	<p>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.</p>	
13.0	PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS	<p>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.</p>	
14.0	AMENDMENTS	<p>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.</p>	

<p>15.1.1</p>	<p>TAXES & DUTIES In respect of Indigenous bidders</p>	<p>Bidder shall specifically mention the rate of taxes & duties like IGST / CGST / SGST/UGST. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.</p> <p>Bidder to also submit GST Registration Certificate against the claim of GST.</p>	
<p>15.1.2</p>	<p>TAXES & DUTIES In respect of Indigenous bidders</p>	<p>If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.</p>	
<p>15.1.3</p>	<p>TAXES & DUTIES In respect of Indigenous bidders</p>	<p>If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.</p>	
<p>15.1.4</p>	<p>TAXES & DUTIES In respect of Indigenous bidders</p>	<p>If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.</p>	
<p>15.1.5</p>	<p>TAXES & DUTIES In respect of Indigenous bidders</p>	<p>Any change in any duty/tax upward/downward as a result of any statutory variation in taxes/duties taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.</p>	

15.2	TAXES & DUTIES Purchase of P&M of foreign origin from Indian sources	<p>1. For machine of Import nature, Indian traders are permitted to offer in Indian rupee payment only. This shall be treated as second sale to OFs and in such cases only GST will be applicable</p> <p>2. If foreign plant supplier insists that purchase can be made through their Indian counterpart / collaborator (not agent), purchase can be made against Indian rupee payment only, but the tenderer shall arrange the import clearance and the Indian collaborator shall arrange inspection/training in India and provide after sales service.</p> <p>3.No export clearance certificate / custom duty exemption certificate shall be provided in such cases</p>	
16.1	Failure to Commission the Machines	No machine or equipment will be accepted unless performance tests and acceptance tests are conducted and machines satisfy these tests. In case, any plant or machinery fails these tests, ED/MSF will use their discretion and if the failure is to a major extent, the plant / machinery will be rejected. If it is observed that the firms after supply of Plant & machinery/equipment, keep on dilly dallying in commissioning as well as in rectification of faults in Warranty Period, appropriate action will be taken against the Firm as per extant rules.	
16.2	Failure to Commission the Machines	In case where the firm has failed to commission an equipment and factory is confident of commissioning the equipment due to their own experience of working with similar equipment, the factory may try to commission the equipment at firm's risk & cost.	
17.0	Denial Clause	Since delay in delivery is a default by the seller, the buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above Levy of Liquidated Damages) in the letter conveying extension of delivery period. In denial clause any increase in statutory levies are to be borne by the seller during the extended Delivery period, while Purchaser reserves its right to get any benefit of downward revisions of Statutory Duties	

18.0	PRE-CONTRACT INTEGRITY PACT CLAUSE (For Cases valuing More than 05 Crores)	An "Integrity Pact" would be signed between the Buyer & the Bidder for purchases exceeding Rs. 5.00 Crores and up to Rs. 100.00 Crores. This is a binding Agreement between the Buyer & Bidders for specific Contract in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or Contract agree with the Buyer to carry out the procurement in a specified manner. (Format of integrity pact enclosed with bid, To be signed on each page by signing authority & physical copy to be sent to MSF). The essential elements of the Pact are as follows:
18.1	IP Clause	A Pact (Contract) between the buyer "The Executive Director, Metal & Steel Factory, Ishapore" (the Authority of the "Principal") and those companies submitting a tender for this specific activity (the "Bidder").
18.2	IP Clause	An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.
18.3	IP Clause	A statement by each bidder that it has not paid, will not pay, any bribes.
18.4	IP Clause	An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including Agents and other Middlemen as well as Family members, etc., of officials); the disclosure would be made either at the time of submission of bids or upon demand of the Principal, especially when a suspicion of a violation by the Bidder emerges.
18.5	IP Clause	The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.
18.6	IP Clause	Undertaking on behalf of a Bidding Company will be made "in the name and on behalf of the company's Chief Executive Officer".

18.7	IP Clause	<p>The following set of sanction shall be enforced for any violation by a Bidder of its commitments or undertaking :</p> <p>(a) Denial or loss of Contract. (b) Forfeiture of the Bid Security and Performance Bond/ Warranty Bond. (c) Liability for damages to the Principal and the competing Bidders. (d) Debarment of the violator by the Principal for an appropriate Period of time.</p> <p>Bidders are also advised to have a Company Code of Conduct (clearly rejecting the use of bribes and other unethical behaviour) and compliance program for the implementation of the Code of Conduct throughout the Company.</p>
18.8	IP Clause	<p>The following Independent External Monitors are appointed for YIL for observing implementation of Integrity Pact for a period of 3 years i.e. from 15-07-2022 to 14-07-2025:</p> <p>1st IEM:</p> <p>Shri Deepak Chaturvedi, ITS (Retd)</p> <p>Flat No. 1, Sanchar Vihar, C-58/4, Sector 62, Noida (UP), Mob. No. 9930408711 E-mail ID:chaturvedideep@rediffmail.com</p> <p>2nd IEM:</p> <p>Dr. Ashok Kumar Saxena , IFoS (Retd)</p> <p>Bungalow No.-38 , Sector 8-A Gandhi Nagar -382008, Mob. No. 9825049428 E-mail ID:ashoksaxena1159@gmail.com</p>
	<u>PART - IV :</u>	<u>SPECIAL CONDITIONS OF CONTRACT</u>
Clause No.	Clause Header	Description
1.0	NOTE	The Bidder is required to give confirmation of their acceptance of Special 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 Bid submitted by the Bidder.

2.1	PERFORMAN CE SECURITY / SECURITY DEPOSIT	Successful tenderer irrespective of their registration status with DGS&D/ KVIC/ OFB/ MSME/ NSIC will be required to submit Performance Security within 30 days of contract or due performance of Contract. The amount of Performance Security will be 5% of Contract Value in Indian Rupees stipulated in Contract. Performance Security will be forfeited and encashed by the Buyer in the event of breach of contract by the Seller. PSD is to be submitted by the contractor in the form of B G, which is called performance Bank Guarantee (PBG). The validity of PBG shall be till 60 days beyond expiry of warranty period.	
2.2	PSD/SD	Failure to submit performance security may entail cancellation of contract and EMD will be forfeited for unregistered firms, whereas in case of others the concerned registering agency will be informed for appropriate action	
2.3	PSD/SD	Performance security deposit payable to the "METAL AND STEEL FACTORY ISHAPORE (A UNIT OF YANTRA INDIA LTD)" shall be furnished by the supplier in the form of a performance Bank guarantee (Including e-PBG) issued by a public sector bank or a private sector bank authorised to conduct government business, in the enclosed format within 30 days from the date of contract. At present, ICICI Bank Ltd., Axis Bank Ltd., and HDFC Bank Ltd. are the three private sector banks authorised to carry out government transaction.	
2.4	PSD/SD	In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller.	
2.5	PSD/SD	Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract. The contractor is expected to submit an Application-cum-cash bill for refund of Security Deposit.	
2.6	PSD/SD	For Autonomous Institutions under the administrative control of Central Government, Indemnity Bond may be acceptable in lieu of Bank Guarantee.	
2.7	PSD/SD	In case of Consortium, Performance Security Deposit to be submitted by the Principal Bidder of the Consortium.	

3.0	PAYMENT TERMS	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.	
3.1	Payment Terms for Indigenous Sellers	<p>90 % value of material plus 100% Taxes, Duties if any, will be paid after acceptance in Pre-Despatch Inspection of machine/equipment at Firm's Works and Joint Inspection after receipt of machine/equipment in safe condition at MSF (The Executive Director, Metal & Steel Factory, Ishapore) against PSD/PBG amounting to 5% of Contract Value in the stipulated format, valid till Two (2) Months after Warranty Period. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the firm and accepted by Purchaser.</p> <p>The following documents to be submitted while claiming Payment:</p> <p>(a) Contractor's Bill (To be provided by MSF) (b) Ink-signed copy of Commercial / Tax / Retail Invoices covering the value of goods delivered. (c) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST Invoice, proof of payment for EPF. ESIC contribution with nominal roll of Beneficiaries etc. as applicable. (d) Delivery Challan. (e) Packing list. (f) Original Freight Receipt. (g) Pre-despatch Inspection Certificate duly signed by Authorised Representatives of The ED/MSF. (h) Joint Inspection Report duly signed by Authorised Representatives of The ED/MSF and the Supplier's Representatives. (i) Manufacturers Test Certificates etc., if any. (j) Manufacturer's Standard Warranty-Guarantee Certificate, if any. (k) Details for Bank Account for electronic payment</p>	
3.2	Payment Terms for Indigenous Sellers	<p>Balance 10 % value of material plus 100% Erection & Commissioning (E&C) including Charges of Training at Purchaser's Works & Civil Foundation Works (if any) will be paid after Commissioning & Final Acceptance of machine/equipment at Purchaser's end</p>	
4.1	RISK PURCHASE CLAUSE	Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the Contract as cancelled either wholly or to the extent of such default.	

4.2	RISK PURCHASE CLAUSE	Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the Contract wholly or to the extent of such default.	
4.3	RISK PURCHASE CLAUSE	In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- (i) Such default. (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.	
4.4.1	RISK PURCHASE CLAUSE	Risk & Expense Purchase: Risk and expense purchase clause may be included in the RFP and the contract, if considered necessary. 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 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.	

4.4.2	RISK PURCHASE CLAUSE	Risk and Expense purchase clause not mandatory: 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.	
4.4.3	RISK PURCHASE CLAUSE	Alternative remedies to Risk & Expense Purchase Clause: In case of foreign contracts, risk and expense clause is generally not applicable. The other remedies available to the purchaser in the absence of the Risk and Expense Clause are as follows : (a) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier. (b) Avoid issue of further RFP's to the firm till resolution of the discrepancy. (c) Bring up the issue of discrepancy in all meetings with the representative of supplier. (d) Provide for adequate Bank Guarantee to cover such risks. (e) In case of foreign contracts, finally approach the Government of the Supplier's country through the Ministry of Defence, if needed.	
5.1	FORCE MAJEURE CLAUSE	Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake 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.	
5.2	FORCE MAJEURE CLAUSE	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.	
5.3	FORCE MAJEURE CLAUSE	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 Ten (10) days from the moment of their beginning.	
5.4	FORCE MAJEURE CLAUSE	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.	

5.5	FORCE MAJEURE CLAUSE	If the impossibility of complete or partial performance of an obligation lasts for more than Six (6) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of Thirty (30) 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.
6.1	DELIVERY PERIOD	Please refer BOQ template/Technical specification/ bid documents and comply accordingly. Time is the essence of the contract. The firm to ensure 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 should be indicated suitably in the tender.
6.2	DELIVERY PERIOD	Tenderer will submit a BAR CHART, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The tenderer 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.
6.3	DELIVERY PERIOD	Delivery Period given in BOQ template/Technical specification/ bid documents 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.
7.1	Terms for Delivery:	Delivery of the equipment's shall be F.O.R (DAP. MSF, Ishapore basis
7.2	Terms for Delivery: [Air Lift]	Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
8.1	PACKING	The Contractor shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

8.2	PACKING	The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.
8.3	PACKING	One copy of the packing list/ invoice in English and pre-despatch 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.
9.1	MARKING	The following marking on the two opposite faces and top side should be stencilled in legible ink on the packing cases containing the consignments at the time of despatch: i. Contract No & Date: ii. Name of the consignee: iii. Full address of consignee: iv. Total No of packages &SI No of package: v. Up right arrow. vi. Gross weight: vii. Special marking for case. viii. Brief nomenclature of equipment: ix. Slings position
10.1	INSURANCE	The Indigenous Seller will arrange Transit Insurance for safe movement of the stores from their works to MSF, Ishapore site at his own cost & risk. The Indigenous Supplier shall undertake that any part of the equipment's or part thereof damaged during the transportation shall be replaced or repaired by them free of cost.
10.2	INSURANCE	In case of Turnkey supply of plant/machines, if any supplies or part thereof are damaged during the process of erection and commissioning of the plant/machines until the final acceptance, the same will have to be replaced at site by the supplier free of all costs to the purchaser, including the erection and commissioning cost in the event of the plant/machines having been erected.
10.3	INSURANCE	In case of Turnkey supply of plant/machines, the supplier shall be responsible for insurance of the plant/machines during erection and commissioning. In this connection, the supplier shall arrange "Erection All Risks Insurance" of sufficient amount along with coverage for construction/erection equipment as well as third party claims in respect of property damage or bodily injury. The supplier shall also be responsible for insurance for personnel engaged by them in the erection work.
11.1	LOADING & UNLOADING	For Indigenous Supply, the entire loading & unloading of equipment's at any stage should be the responsibility of the Supplier.

11.2	LOADING & UNLOADING	For Loading & Unloading of equipment's at their part, necessary loading & unloading equipment's along with Manpower shall be arranged by the Supplier at his own cost & risk.	
11.3	LOADING & UNLOADING	Purchaser (MSF) may provide assistance of Mobile/EOT Crane, Fork lifter etc. based on the availability of the same at the site.	
12.1	GUARANTEE AND WARRANTY OF SUPPLIES	The supplier shall guarantee among other things the following :	
12.1.1	GUARANTEE AND WARRANTY OF SUPPLIES	The Supplier shall provide guarantee of all the materials supplied by him. The guarantee shall generally cover performance of all individual items and systems of all Mechanical / Hydraulic / Pneumatic / Electrical / Electronic in respect of rating and output as claimed by the Supplier.	
12.1.2	GUARANTEE AND WARRANTY OF SUPPLIES	Satisfaction of Technical & other parameters mentioned in the Specification and Contract.	
12.1.3	GUARANTEE AND WARRANTY OF SUPPLIES	Quality and Strength of material used in the manufacture of the equipment considering the applicable codes of practice and regulation.	
12.1.4	GUARANTEE AND WARRANTY OF SUPPLIES	Adequate factors of safety for all parts of the equipment's to withstand the mechanical and / or electrical stress developed therein under specific operating conditions.	
12.1.5	GUARANTEE AND WARRANTY OF SUPPLIES	Performance data furnished / specified for the equipment should be actually obtainable when the equipment is installed and tested at site.	
12.2.1.1	GUARANTEE AND WARRANTY OF SUPPLIES	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.	
12.2.1.2	GUARANTEE AND WARRANTY OF SUPPLIES	Performance security Deposit (PSD/PBG) submitted by firm valid up to 02 months beyond the warranty period shall act, as security for its Warranty obligations.	

12.2.1.3	GUARANTEE AND WARRANTY OF SUPPLIES	The following Warranty Clause will form part of the contract with the successful bidder:	
12.2.1.3.1	GUARANTEE AND WARRANTY OF SUPPLIES	The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the said contract.	
12.2.1.3.2	GUARANTEE AND WARRANTY OF SUPPLIES	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 : Twelve (12) months from the date of commissioning and final acceptance of the plant/equipment at the purchaser's site, being Turnkey job.	
12.2.1.3.3	GUARANTEE AND WARRANTY OF SUPPLIES	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.	
12.2.1.3.4	GUARANTEE AND WARRANTY OF SUPPLIES	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.	
12.2.1.3.5	GUARANTEE AND WARRANTY OF SUPPLIES	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.	
12.2.1.3.6	GUARANTEE AND WARRANTY OF SUPPLIES	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 Contractor/Seller shall investigate whether such further defect is present, and shall make good any further defects found.	
12.2.1.3.7	GUARANTEE AND WARRANTY OF SUPPLIES	If a defect appears, requiring immediate action due to the risk of resultant damage, and if the Contractor/Seller can not make immediately good the defect, the purchaser is entitled to apply all necessary measures to prevent or limit damage.	

12.2.1.3.8	GUARANTEE AND WARRANTY OF SUPPLIES	This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or willful damage on the part of the purchaser.	
12.2.1.3.9	GUARANTEE AND WARRANTY OF SUPPLIES	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 one (1) year after such replacement or repair has been effected. The Warranty Period for the rest of the plant/equipment shall be extended only by the time during which it was out of operation as a result of defects covered by the above provisions. Nothing contained in this clause shall however extend the Warranty Period by a period beyond Two (2) years after the commissioning and acceptance of the plant/equipment.	
12.2.1.3.10	GUARANTEE AND WARRANTY OF SUPPLIES	Defective parts which have been replaced shall be made available to the Contractor/Seller without cost. However, the Contractor/Seller shall be responsible for lifting the defective parts and transporting the same at his cost from purchaser's place within mutually agreed time period.	
12.2.1.3.11	GUARANTEE AND WARRANTY OF SUPPLIES	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.	
13.1	AFTER SALES SERVICE	The Supplier shall provide After Sales Services for at least Ten (10) years after expiry of Warranty Period in respect of servicing, supply of spares, accessories, sub-assemblies and consumables at reasonable price and delivery schedule pertaining to the equipments supplied by him.	
13.2	AFTER SALES SERVICE	The Supplier should render free Technical advice on any matter regarding the equipments supplied by him.	
13.3	AFTER SALES SERVICE	The Supplier should make available the services of suitable specialists/experts on reasonable terms and time.	
14.1	GUARANTEE TO PROVIDE SPARES	The Vendor shall be committed to make available the spares for 10 years period from the completion of the warranty period.	
14.2	GUARANTEE TO PROVIDE SPARES	Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts facilities in respect of the equipment tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the equipment.	
14.3	GUARANTEE TO PROVIDE SPARES	Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the equipment on a continuous basis.	

14.4	GUARANTEE TO PROVIDE SPARES	The successful tenderer 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.	
14.5	GUARANTEE TO PROVIDE SPARES	The successful tenderer shall further guarantee that if he goes out of production of spare parts, then he will made a available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with equipment to enable the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spare parts from other sources.	
14.6	GUARANTEE TO PROVIDE SPARES	In case spares are also ordered with the equipment, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.	
14.7	GUARANTEE TO PROVIDE SPARES	Bidders are requested to provide Manufacturer's Recommended List of Spares (MRLS) to sustain the equipment for a period of 02 years after warranty period as per enclosed Format.	
15.0	Pre-Despatch Inspection	Apart from PDI clauses mentioned in technical specification, The following Pre-Despatch Inspection clause will form part of the contract placed on successful Bidder	
15.1	Pre-Despatch Inspection	The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the machines/equipment within India only in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity	
15.2	Pre-Despatch Inspection	The Seller shall intimate the Buyer at least 30 days before the scheduled date of PDI. The Buyer will send his authorised representative(s) to attend the PDI.	
15.3	Pre-Despatch Inspection	The list of Buyer's representatives together with their particulars including name, title, date and place of birth, address, etc. shall be communicated by the Buyer in advance to apply for the necessary authorisations and clearances to be granted	

15.4	Pre-Despatch Inspection	<p>The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of one month from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply.</p> <p>In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.</p>
15.5	Pre-Despatch Inspection	The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country
15.6	Pre-Despatch Inspection	All costs associated with the stay of the Buyer's Representative(s) at the place where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
15.7	Pre-Despatch Inspection	In case, if the item/P&M is not accepted in 1st PDI, subsequent PDI may be carried out for the same and entire expenses of subsequent PDI of the Buyer (i.e. expenses towards transportation, boarding & lodging of MSF representatives) will be borne by the Seller.
16.0	Checking on Receipt	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
17.0	--	General Guidelines for Erection & Commissioning
17.1	Working Hours	Working within the Purchaser's factory will normally be permitted during the normal working hours (08:00AM to 05:00 PM) on all working days restricted within 48 hrs. per week except Sunday & Holiday. Working on Sunday/Holiday and for any extended hour i.e. beyond 05:00 PM on normal working days may be permitted at the discretion of the Executive Director against specific request.

17.2	Entry and Working Condition	<p>(a) The Supplier, for entrance inside the factory, will strictly comply with the security regulations in force i.e. making of temporary passes for their working personnel and filling up of PVR forms which will be supplied after numbers and names of the personnel are intimated. The Contractor should submit the Contractor undertaking & declaration in a non-judicial stamp paper for each of his workmen and himself at the time of requesting for entry permission. The requisitions for all sorts of entry permission are required to be submitted by the firm well in advance. All the formats for requesting entry permission shall be supplied to the Supplier on request.</p> <p>(b) During working inside the factory, all the working personnel of the firm should wear 'Maroon Coloured Jacket'. The name of the firm should be properly & visibly embossed on the Jacket. Without wearing of that specific jacket, nobody should allow to enter inside the factory.</p> <p>(c) The Purchaser will not take any responsibility whatsoever, in the event of any accident met by contractor's men, while on their duty. The contractor should submit the proper Workmen Compensation Policy (Insurance) at the time of requesting for entry permission.</p> <p>(d) No Sub-contractor's personnel, except agreed by the Purchaser, shall be admissible for working at site.</p>	
17.3	Work Permit System	The Contractor shall abide by all the safety rules and regulations of the purchaser's factory providing the relevant safety equipments and collect work permit from the purchaser well in advance starting the work at height or underground.	
17.4	Safety Measure	<p>i) To ensure better supervision of safety, it is imperative that the contractor to deploys dedicated supervisor for each site. These supervisors should be physically present to oversee the entire activity at their assigned site. This will help prevent incidents by enabling direct supervision, monitoring adherence to safety protocols, and addressing any issues promptly. By having dedicated supervisors for each site, the contractor can ensure a higher level of accountability and enhance overall safety measures.</p> <p>ii) To enhance safety measures, it is recommended to avoid using bamboo structures and replace them with adjustable steel structures or scrape holdings whenever applicable, particularly for tasks performed at heights exceeding 3 meters. Steel structure offer greater stability and strength, reducing the risk of accidents caused by structural failure.</p>	

	<u>PART - V</u>	<u>EVALUATION CRITERIA & PRICE BID FORMAT</u>	
Clause No.	Clause Header	Description	
1.0	EVALUATION CRITERIA	The broad guidelines for evaluation of Bids will be as follows:	
1.1	EVALUATION CRITERIA	Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically and commercially.	
1.2	EVALUATION CRITERIA	The Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical specifications of the plant or machine as well as the various clauses of the Tender Enquiry, including Commercial Terms like Delivery Schedules, Guaranteed Performance, Warranty Provisions, Acceptance Criteria, After Sales Support, etc. A "Comparative Statement" shall be prepared based on the basis of compliance statement and other documents furnished by bidders for analysis of the discordance and the impact of the same. Comprehensive analysis of the techno-commercial offers will form the basis for subsequent decision.	
1.3	EVALUATION CRITERIA	The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.	
1.4	EVALUATION CRITERIA	Taxes and Duties levied by Central/State/Local Govts. Such as IGST, CGST, SGST etc. on P&M and related works will not be considered in determination of evaluation criteria for L-1 in those cases where only Indian Bidders are competing.	
1.5	EVALUATION CRITERIA	Order if any, will be on Indigenous Bidders on DAP destination (F.O.R.) basis including Taxes & Duties i.e. IGST, CGST & SGST, Transportation Charges etc. However, all Statutory Taxes & Duties will be paid at actual at the time of delivery or execution.	
1.6	EVALUATION CRITERIA	For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of Spares (MRLS) & Optional Items, if any, will be considered.	
1.7	EVALUATION CRITERIA	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.	

1.8	EVALUATION CRITERIA	The Buyer reserves the right to evaluate the offers received by either loading offers appropriately or by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.	
1.9	EVALUATION CRITERIA	The Lowest Acceptable Bid will be considered further for placement of Contract / Supply Order after complete clarification and price negotiations, if required, as decided by the Buyer. There will be no negotiation if price quoted is considered reasonable, else negotiation will be held only with the lowest (L1) bidder.	
1.10	EVALUATION CRITERIA	The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.	
1.11	EVALUATION CRITERIA	The consideration of taxes and duties in evaluation process will be as follows :	
1.11.1	EVALUATION CRITERIA	The Bidders are required to spell out the rates of Customs duty, IGST, CGST & SGST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of deciding CFA.	
1.11.2	EVALUATION CRITERIA	If reimbursement of Customs duty / IGST / CGST / SGST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders.	
1.11.3	EVALUATION CRITERIA	If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily.	

1.11.4	EVALUATION CRITERIA	<p>If a Bidder is exempted from payment of IGST / CGST / SGST up to any value of supplies from them, they should clearly state that no IGST / CGST / SGST will be charged by them up to the limit of exemption which they may have (with documentary evidence). If any concession is available in regard to rate/quantum of IGST / CGST / SGST, it should be brought out clearly. Stipulations like, IGST / CGST / SGST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that Excise Duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of IGST / CGST / SGST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty also.</p>	
2.1	Purchase Preference (MSE order 2012)	<p>The Procurement shall be governed as per Public Procurement Policy for MSEs Order, 2012 and its amendment/revision issued time to time by GOI, Hence in order to get the benefits of MSE policy, Bidders have to must apply for MSE purchase preference on GeM portal by selecting their status as MSE in MSE status (If available on portal) & shall submit relevant certificate.</p> <p>Please note that if bidder do not select MSE status even though having MSE certificate, GeM portal shall not allow the bidder to get benefits of MSE policy, accordingly bidder shall be treated as non MSE firm. Benefits of MSE Policy like EMD exemption, Turnover relaxation & Price preference shall be given to those MSE firms who produce the offered item. Further, traders/ distributors/ sole agent etc are excluded from the purview of Public Procurement Policy for MSEs Order,2012.</p>	
2.2	Purchase Preference (MSE order 2012)	<p>If proprietor of the firm belongs to SC/ST: please mention the same in compliance of ATC & Submit the relevant document in support of claim otherwise your claim will not be entertained.</p>	

2.3	Purchase Preference (Preference to Make in India)	<p>The relevant clauses of Public Procurement (Preference to Make in India), Order 2017 as communicated by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion vide order no P-45021/2/ 2017-PP(BEII), dated 04-06-2020 and its amendment/revision issued from time to time by GOI, will be applicable for procurement of this item. Accordingly only Class-I Local supplier & Class-II local supplier as defined under the order, shall be eligible to bid in this tender being an Open Tender enquiry. Participating firms are requested to submit/attach the DECLARATION regarding Local Content as per attached form along with this TE. Failing to which offer may liable to be rejected" The firm whose offered local content is more than 50% (local supplier) shall get purchase preference. Hence, to get benefits of PMII policy, Bidders must apply for PMII preference on GeM portal and submit local content certificate. Please note that if bidder do not apply for MII purchase preference (If available on portal) but having local content more than 50%, GeM portal shall not allow the bidder to get benefits of purchase preference under PMII policy 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.</p>	
2.3.1	Local content -Imported items	<p>As per Ministry of Commerce and Industry, Department of Industrial Policy and Promotion vide OM No. P-45021/10 2/ 2019-BE-II-Part (1)(E-50310, dated 04-03-2021, Bidder offering imported products will fall under the category of Non-Local suppliers. Bidder can't claim themselves as class-I Local suppliers / class-II Local suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, training, after sale service etc. as local value addition.</p>	
3.1	Restrictions under Rule 144 (xi) of the GFR- 2017	<p>Restriction under Rule 144(xi) of GFR, 2017 and its amendment /revision issued from time to time by GOI shall be applicable for this procurement. Bidders are requested to go through the content of the order attached with tender and comply the same</p>	
3.2	Restrictions under Rule 144 (xi) of the GFR- 2017	<p>With reference to Rule 144 (xi) of GFR, 2017, firms are requested to submit/attach the duly filled up and signed model certificate as per attached format with this TE. Failing to which offer may liable to be rejected</p>	

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---