



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/578 Dated/दिनांक : 04-01

### Bid Document/ बिड दस्तावेज़

Bid	Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2025 13:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2025 13:30:00	
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	*****	
क्रेता ईमेल⁄Buyer Email	ofajmfcc.ofb@ofb.gov.in	
Total Quantity/कुल मात्र	38484	
ltem Category/मद केटेगरी	STEEL BAR TO PSECN No IS: 4431-78 designation 14C 14S14 (C/D) IN STRAIGHT LENGTH OF 2 TO 3 MTRS. SIZ	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	STEEL BAR TO SPECN No IS: 4431-78 designation 14C 14S14 (C/D) IN STRAIGHT LENGTH OF 2 TO 3 MTRS. SIZE: 22 – 0.05 DIA	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded the buyer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Tear Smoke Grenade	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिड विवरण		
ITC available to buyer,क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes	
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Post Dispatch	
Name of the Empanelled Inspection Agency/ Authority	Board of Officers	
Auto CRAC Days	60	
Quality Assurance Plan document	<u>1735973383.pdf</u>	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

## EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

## ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

## Splitting/विभाजन

Splitting Applied	Yes	
Maximum No. Of Bidders Amongst Which Order May Be Split	02	
Split Criteria based on which quantity will be distributed	(a) 60:40 (provided at least three sources were issued tende and have also quoted). The distribution shall be done betwe L1 and L2 (on the L2 accepting the L1 rates) If the L2 Bidder does not accept the counter offered L1 rate then such undistributed quantity shall revert back to the L1 Bidder.	

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता Y	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as 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 Purchasis 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 accountar chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) o 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 bi- 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 18.05.202 for compliance of Concurrent application of Public Procurement Policy for N and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) OI 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notific issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Po for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligi any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered product 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 margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to r L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advi refer the OM No. F.1/4/2021-PPD dated 18.05.2023 <u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Conc application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Prefer to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well

validated and approved by Buyer after evaluation of documents submitted. 3. 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 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 wo determined by the buyer based on its own assessment of reasonableness and based on competitive prices received / RA process.

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

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

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date an when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reason facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspec authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

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

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any suc place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does n have the facilities or for special/ independent tests.

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

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

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

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

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

# STEEL BAR TO PSECN No IS: 4431-78 Designation 14C 14S14 (C/D) IN STRAIGHT LENGTH TO 3 MTRS. SIZ ( 38484 kilogram )

(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)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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#### 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/परे षिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवर् दिन
1	****	**********NAGPUR RURAL	38484	120

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

#### 1. Generic

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

#### 2. Certificates

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

#### 3. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab i Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 4. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the t document.

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sr.	Term	Condition	
1	Type of TE	LTE ( 2 Bid system)	
2	Quantity	<b>38,484 Kgs</b> + 25% OC	
3	EMD	Not applicable as all the firm are registered at OFAJ.	
4	Option Clause	25% Applicable	
5	a) Delivery Terms	FOR – OFAJ	
	b) Delivery Schedule	<ul> <li>Staggered Delivery: Total Delivery period 04 months <ul> <li>a. 25% quantity to be supplied in each month.</li> </ul> </li> <li>Note: <ul> <li>a. If firm failed to supply material as per staggered delivery period, L.C be imposed on late supplies.</li> <li>b. Quantity Distribution clause is applicable in this tender. If tender qua is distributed between L1 &amp; L2 in ratio of 60:40, quantities mentioned ve (staggered quantity) shall also be distributed proportionately.</li> </ul> </li> </ul>	
6	Quality Monitoring Instr uction	As per latest QMI to be attached in Buyer ATC.	
7	Inspection Authority	Representative of ED (OFAJ) at OFAJ, ED reserves the right to change the inition agency to suit the convenience of the factory and in the interest of the s	

8	Inspection Place	Final Ins	Final Inspection at OFAJ on receipt of material.		
9	Performance Security D eposit	Applicable @ 5% of SO Value subject to condition that SO value is above Rs 00 Lakhs			
10	PV Clause	Not Appl	licable.		
11	Payment Terms	As per G	em terms and condi	ion	
12	Evaluation and Comparison stantially responsive bids		As per Gem terms	and condition	
13	Quantity Distribution Cl ause	<ul> <li>a. 60:40 (provided at least three sources were issued tenders and have quoted). The distribution shall be done between L1 and L2 (on the L2 epting the L1 rates)</li> </ul>			
		If the L2 Bidder does not accept the counter offered L1 rate then such undig ted quantity shall revert back to the L1 Bidder.			
14	Quantity Tolerance Clau se	+/-5% APPLICABLE.			
15	LD Clause	Applicable @ 0.5% /week of order value & Max.10% for delay riod after original Delivery Period. ( Downward trend in price also be compared and whichever beneficial to OFAJ shall be lied)			
16	Tender Opening Date	As per YILSPM 2024, the time for opening of tender is Twenty (21) s.			
17	Ground Rent	Ground Rent is applicable as per YILSPM-2024.			
18	Guarantee/Warranty	Applicable for 12 months from date of supply.			
19	Arbitration & Mediation clause on GeM	No, however, it may be mentioned in ATC that as per YILSPM 2024 & GeM C all other terms & conditions shall be governed.			
20	Public Procurement for M	SEs, Order 2012 As per Gem Portal & YILSPM 2024			
21	Public Procurement (Prefe er 2017	eference to Make In India), Ord		As per Gem Portal & YILSPM 2024	
22	Minimum Local Content C	Certificate		As per Gem Portal & YILSPM 2024	
23	All other general terms and condition shall be applicable as per YILSPM 2024				

#### 6. Generic

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Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ORDNANCE

FACTORY AMBAJHARI NAGPUR 21

#### 7. Generic

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

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

#### 8. Generic

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

1. I M/s.

BIDDER

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

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

#### 9. Generic

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

i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereo

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchas Order on the Seller.

#### 10. Generic

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as n 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 iss 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 i

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 <u>attachec</u> <u>categories</u>, 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 specifyir equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experienc
- 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 m

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / a rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Paymer Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may tak suitable actions as per GeM Contract.

#### 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 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 complian 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. A market 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 complian 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. A market with the discrete with the ground for immediate termination of the contract and further legal action in accordance with the laws. A market with a second with the ground for immediate termination of the contract and further legal action in accordance with the laws. A market with a second function of the contract and further legal action in accordance with the laws. A market with the second function of the contract and further legal action in accordance with the laws. A market with india will be eligible to be a ground for immediate termination of the contract and further legal action in accordance with the laws. A market with the second function of the second function of the contract and further legal action in accordance with the laws. A market with the second function of the second function of the contract and further legal action in accordance with the laws. A market with the second function of the second func

---Thank You/धन्यवाद---