

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	17-08-2021 14:00:00
<b>Bid Opening Date/Time</b>	17-08-2021 14:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Ministry Of Defence
<b>Department Name</b>	Department Of Defence Production
<b>Organisation Name</b>	Indian Ordnance Factories
<b>Office Name</b>	*****
<b>Total Quantity</b>	17857
<b>Item Category</b>	STEEL ROD 38MM. (+ 0.5MM - 0MM) DIA.
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (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 the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value</b>	1748915
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).
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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

PCA(Fys) Kolkata

PCA(Fys) Kolkata

(Pca Fys. Kolkata)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference
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Yes
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**MSE Purchase Preference**

MSE Purchase Preference
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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 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for 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.

4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**STEEL ROD 38MM. (+ 0.5MM - 0MM) DIA. ( 17857 kilogram )****(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****NORTH 24 PARGANAS	17857	90

**Buyer added Bid Specific Additional Scope of Work**

S.No.	Document Title	Description	Applicable i.r.o. Items
1	BID SECURITY DECLARATION FORM. <a href="#">View</a>	BID SECURITY DECLARATION FORM.	STEEL ROD 38MM. (+ 0.5MM - 0MM) DIA.(17857)
2	General Financial Rules (GFRs),2017 & Restrictions under Rule 144(ix) of GFR 2017 <a href="#">View</a>	General Financial Rules (GFRs),2017 & Restrictions under Rule 144(ix) of GFR 2017	STEEL ROD 38MM. (+ 0.5MM - 0MM) DIA.(17857)
3	Public Procurement Policy for MSEs Order 2012 <a href="#">View</a>	Public Procurement Policy for MSEs Order 2012	STEEL ROD 38MM. (+ 0.5MM - 0MM) DIA.(17857)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

**Buyer Added Bid Specific Additional Terms and Conditions**

1. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. 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. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
4. Buyer Added text based ATC clauses

1. GM/RFI reserves the right to amend part or full tender qty. at any time.
2. GM/RFI reserves the right to increase 25% of the ordered qty. By operating option clause.
3. Performance security deposit (PSD):

(a) the seller (successful bidder awarded contract) shall deposit 3% of the total value of this order /contract value including taxes & duties as performance security deposit by way of account payee demand draft/banker's cheque/fixed deposit receipt from a commercial bank of India/bank guarantee in the prescribed format(enclosed) from a commercial Bank of India (for indigenous sellers)/ bank of international repute for which counter guarantee is given by Indian bank (for foreign sellers) within specified date (normally 30 days after notification of the award of contract/date of acceptance). Indemnity bonds may be accepted as PSD from central PSUs.

(b) PSD is not necessary for contracts valuing up to Rs. 10 lakhs.

(c) The PSD/performance bank guarantee should be valid for additional period of 60 days beyond the delivery date of completion of all contractual obligation including warranty period (if any). In the event of the contractual delivery period being extended by the buyer, the seller shall be responsible to ensure that the validity of the performance guarantee is also simultaneously extended/re-validated so that it is valid for additional period of 60 days beyond the new delivery date of completion of all contractual obligation including warranty period (if any).

(d) In the event of non-performance of the item and if seller fails to attend the defects within reasonable period of time, the PSD will be forfeited /the performance bank guarantee will be encashed. In case any claims or any other contract obligations are outstanding, the seller shall extend the performance bank guarantee as requested by the buyer till such time as the seller settles all claims and completes all contract obligations.

(e) Performance security deposit is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD (without interest except FDR) for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding option clause, PSD amount may be worked out based on option clause quantity. PSD for option clause quantity may be returned after 60 days of fulfillment of all contractual obligations of the option clause quantity including warranty period (if any).

(f) PSD will be submitted in favour of Principal Controller of Accounts (FYS) Kolkata. The seller should send original copy of PSD to factory /unit concerned first with a copy to PCA(FYS) Kolkata. After verification/confirmation of genuineness by the relevant bank, a copy of the same can be forwarded by factory to PCA (FYS) Kolkata.

#### 4. Earnest money deposit:

A) The bidder who are not exempted has to give bid securing declaration as per format specified in bid securing declaration form (attached herewith)

B) Offers not accompanied with requisite bid securing declaration form shall be treated as rejected.

C) EMD need not to be submitted for estimated value of tender below 5 Lakhs.

5. Only basic cost of items, freight, insurance, other requirements except GST on final product will be used in evaluation criteria for L1 determination.

6. Only bids that fulfill all the eligibility & qualifying requirements of the TE, both technically and commercially, shall be considered for evaluation.

7. Delivery & prices will be on F.O.R. destination basis at RFI.

8. Inspection at Rifle Factory Ishapore premises.

9. All the stores supplied shall be warranted against any defect in material, workmanship, defective design, materials and non-conformance to intended performance, manufacturing defects, or dimension etc., for a period of 12 calendar months from the date of receipt and acceptance of supply in buyer's place / buyer's designated place, whichever is earlier and the seller shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so.

10. Extension of contracted delivery period due to reasons attributable to the Seller of the consequent contract shall be at the sole discretion of the buyer, with the applicability of Liquidated Damage charge. Liquidated damages clause accepted @ 0.5% per week subject to maximum 10% of the value of the delayed stores.

11. Distribution clause: Order will be placed without any distribution clause.

12. Packing conditions: The stores should be properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the seller. Each package shall contain a packing note quoting purchase order number and date showing its contents in detail. Each package shall be properly marked with purchase order no., consignee's name & address, gross weight, package-handling instructions etc. The package shall have adequate provision for handling during transit and at destination.

13. The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. In case of imports, items packed with raw/ solid wood packing material should be treated as per ispm-15 (fumigation) and accompanied by phytosanitary/ fumigation certificate. If safety information sheets exist for a delivery or the packaging, the seller must always supply these sheets direct (at the same time). The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant

regulations.

14. Ground rent: if the material supplied by the vendors is rejected at the factory premises, the vendor is required to lift the rejected material within 30 days of issue of rejection i-note. Factories have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 working days time to the firm. Ground rent shall be calculated from the date of expiry of the period of removal of item. No ground rent should be charged from central/state Govt/central PSUs. When the firm fails to pay the applicable ground rent within the prescribed period, factory is entitled to recover the ground rent due and all incidental expenses from EMD/PSD.

15. Acceptance of goods: Material on arrival at buyer's premises will be inspected by QA/Inspection department as per appropriate quality assurance plan and their decision in the matter will be final. The test certificate and relevant supporting documents should be sent along with the consignment.

- (a) The supply made against respective orders will be subject to buyer inspection at his premises. The seller shall be responsible for items supplied till the same have been inspected and accepted by buyer. In case the goods / services are rejected at the time of inspection at buyer place or the rejections are noticed at the time of further processing the seller will be informed of these rejections. On receipt of this information the seller shall immediately arrange to collect the rejected items at his cost and risk and arrange for the replacement of goods within the shortest possible time. Under no circumstances the seller shall compel the buyer to rework the rejected goods. The rejected material will lie in buyer factory premises at the risk and cost of the seller, pending receipt of disposal instruction from them. If so desired by the seller, the rejected materials, for which no payment made by buyer may be packed and returned to the seller for arranging replacement /rectification on 'freight to pay' basis at his cost and risk and the dispatch documents will be forwarded to the seller directly by buyer to enable him to arrange insurance and take delivery of the same. Wherever payment is already made by buyer to the seller, the rejected material will be returned to the seller against refund of the amount already paid by buyer / submission of bg for the value of rejected goods. The packing, freight charges etc., on replacement of returned materials shall be borne by the seller irrespective of the terms in the purchase order, since such charges were already incurred and borne by buyer on the original consignment, which got rejected and returned to the seller. In case the rejected materials are not required to be replaced, freight, insurance charges etc., incurred by buyer on the original consignment shall be recovered from the seller's bills.

16. Any order issued by Central Government in relation to micro, small or other sections of industries relevant to procurement shall be followed by factories / units. Public procurement policy for micro and small enterprises (MSEs) order, 2012 & public procurement policy for micro & small enterprises (MSEs) amendment order, 2018 are in force and should be strictly adhered to. The public procurement policy shall apply to micro and

small enterprises (MSEs) registered with district industries centers or khadi and village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicrafts and handloom or any other body specified by ministry of micro, small and medium enterprises (MSME). The MSE bidders who fail to submit UAM number / other prescribed credential by the ministry will not be able to avail the benefits available to MSEs as contained in public procurement policy for MSEs order, 2012 & public procurement policy for micro & small enterprises (MSEs) amendment order, 2018 for tenders as follows:- (a) tender set free of cost (b) exemption from the payment of earnest money (EMD) (c) in tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE(s) shall be allowed to supply up to 25% of the total tendered value. (d) 5% sub target within 25% of tendered value shall be earmarked for procurement for MSEs owned by schedule caste and schedule tribe entrepreneurs. Provided that , in the event of failure of such MSEs to participate in tender process or meet tender requirement at L1 price. 5% sub target for procurement earmarked for MSEs owned by schedule caste and schedule tribe entrepreneurs shall be met from other micro and small enterprises. (e) 3% sub target within 25% of tendered value, shall be earmarked for procurement from MSEs owned by women. Provided that , in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 3% sub target for procurement earmarked for MSEs owned by woman shall be met from other micro and small enterprises. (f) 358 items are also reserved for exclusive procurement from MSEs.

#### **17. ONLY CLASS-I & CLASS -II LOCAL SUPPLIERS ARE ELIGIBLE TO PARTICIPATE.**

18. Subject to provision of public procurement (Preference to MAKE IN INDIA. Order 2017) revised from time to time, and to any specific instruction issued by the nodal ministry, purchase preference shall be given to local suppliers in all procurement undertaken by procuring entities in the manner specified in para 3 & 3a of public procurement (preference to Make in India), order 2017 (revised from time to time). As per para 10d of public procurement (preference to Make in India) , order 2017, if a nodal ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign govt. It may, if it deems appropriate restrict or excuse bidders from that country from eligibility for procurement of that item and / or other items relating to that nodal ministry.

19. .Matl. Should be free from cracks, flakes, porosities, seams, pittings, dendrites, rolled in scale, segregations & any harmful defects. 2) Antirust preservative must be applied at the time of delivery. 3) T.C. for chemical, mechanical & physical properties from test houses accredited by NABL /any Govt. Approved lab & G.C. should be submitted along with each supplied lot. 4) Defective stores will be damaged/defaced if found unsuitable during

inspection at RFI.

20. Material is to be supplied strictly as per QAP attached.

21. Firm has to submit Transporters Charge / Duplicate copy of Tax Invoice (GST) for all material supplied to RFI invariably along with the consignment, falling which delivery may not be received.

22. The civil court of at Barasat shall only have jurisdiction to try all civil suit, legal proceeding arising out of or in any way touching or concerning this agreement.

23. All disputes and differences arising out of or in any way touching or concerning this agreement (Except those for which specific provisions has been made therein) shall be referred to sole Arbitrator to be appointed by Director General Ordnance Factories, Government of India. The arbitrator appointed shall be a Government Servant who had not dealt with matters to which this agreement is related and in course of his duties had not dealt with matters in disputes or differences. The arbitral award of the sole arbitrator shall be final and binding on the parties.

24. The firm has to submit the following documents along with the bid:

- i) PAN card details
- ii) GST Certificate
- iii) MSME/NSIC CERTIFICATES./ UDYOG ADHAR
- iv) List of CHECKING INSTRUMENTS.
- v) List of PLANT & MACHINERY.
- vi) Local Content Declaration as per MII2017 (Document attached for submission)
- vii) General Financial Rules (GFRs), 2017 & Restrictions under Rule 144(ix) of GFR 2017 (Document attached for submission)
- viii) Public Procurement Policy for MSEs Order 2012 (Document attached for submission)
- ix) Bid security declaration form. (Document attached for submission)
- x) OFB Registration Certificate

25. Only OEMs/Manufacturers having manufacturing facilities for the Tendered item through their own Plant & Machineries vide secondary refining process like ESR/VRK/VD/VAR to participate for this Tender.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If 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](#)

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.

**---Thank You---**