

Bid Document

Bid Details	
Bid End Date/Time	06-08-2021 10:00:00
Bid Opening Date/Time	06-08-2021 10:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence Production
Organisation Name	Indian Ordnance Factories
Office Name	*****
Total Quantity	404
Item Category	INSITU RUBBER MOULDING OF 125MM FSAPDS PRACTICE SHOT
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria, 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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	DGQA
Quality Assurance Plan document	1627358266.pdf
Evaluation Method	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).	14

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

Beneficiary:

PCFA (Fys)

ORDNANCE FACTORY - KOLKATA

(Principal Controller Of Accounts - Pcfa)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

3. 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/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , 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 and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable 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 /inspection 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 he 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 such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not 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 test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. 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 tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground 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 by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision 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.

INSITU RUBBER MOULDING OF 125MM FSAPDS PRACTICE SHOT (404 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	*****	*****TIRUCHIRAPPALLI	404	60

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	SINGLE TENDER ENQUIRY - STE APPROVAL View	SINGLE TENDER ENQUIRY - STE APPROVAL DOCUMENT	INSITU RUBBER MOULDING OF 125MM FSAPDS PRACTICE SHOT(404)
2	MONITORING INSTRUCTION (MI)- SPECIFICATION , DRAWING & SCOPE OF WORK View	MONITORING INSTRUCTION (MI)- SPECIFICATION , DRAWING & SCOPE OF WORK	INSITU RUBBER MOULDING OF 125MM FSAPDS PRACTICE SHOT(404)
3	ADDITIONAL TERMS AND CONDITIONS (ATC) & COMPLIANCE STATEMENT View	ADDITIONAL TERMS AND CONDITIONS (ATC) & COMPLIANCE STATEMENT	INSITU RUBBER MOULDING OF 125MM FSAPDS PRACTICE SHOT(404)

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. Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

(1) Eligibility Criteria :

Firm should enclosed signed copy of compliance statement by accepting Monitoring Instruction (MI), Specification, Scope of Work & Drawing

(2) Specification & Inspection :

- 1) As per

MONITORING INSTRUCTION :

MI No. HAPP/QA/SC/B/009,
Issue No. 01,
Rev. No. 01,
Date of issue : 14/06/2021

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DRAWING :

Drg. No: 9607 01 03 03 04 000 12TC -
ASSEMBLY -II - (INSITU RUBBER MOULDING)

SPECIFICATION & QAP :

Doc. No. DRDO-ARDE-DOA-TOT-209-2017

SCOPE OF WORK :

No. HEPF/QC/SOW& INSPECTION/125MMPRACT DT.20/07/2021

2) Inspection : As per Monitoring Instruction & Scope of Work

(3) Liquidated Damages :

Should the Seller fail to deliver the material to our premises or any consignment thereof within the period prescribed for such delivery, Buyer shall be entitled to recover from the Seller agreed liquidated damages, and not by way of penalty a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. The LD will be charged on the basic cost excluding taxes and duties.

(4) Performance Security Deposit :

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 within specified date (normally 30 days after notification of the award of contract/ date of acceptance).

(5) Bank Guarantee for Material Lifting: Applicable

[Where the Buyer issues material to the Supplier under the consequent Contract, the issued material will be duly secured by obtaining a Bank Guarantee, from a bank authorized to carry out government business, of value equal to the 110% of the value of the issued material and validity till delivery of supplies accepted by the Buyer.]

(6) Option Clause : Applicable – 25 % of the order quantity

(7) Payment Terms:

100% payment within 10 days on the receipt and acceptance of the material at HEPF.

(8) Delivery

- a) Mode : As per scope of work
- b) Terms : Ex - Works
- c) Schedule : **2 months** from the date of placement of order.

(9) Warranty / Guarantee :

12 Months from receipt and acceptance of material at HAPP.

(10) Offer Validity :

The Bids should remain valid for 90 days from the Date of opening of Bid.

(11) Restrictions on procurement with “bidders” from a country, which shares a land border with INDIA :

Restriction under rule 144(xi) of the GFR 2017 is applicable. Firm has to submit necessary documents as mentioned in Government of India order Dt. 23/July/2020.

(12) Public Procurement (Preference to Make in India), Order 2017:

The firm should submit the percentage of%.. Make in India (MII) Status (Minimum Local Content 50 %).

(13) Non-Disclosure Agreement :

Firm has to upload Non Disclosure declaration Certificate (on Letter Head) to be uploaded with bid as the format “ I...M/s..... (Firm name) hereby declare that I shall not disclose the contract or any provision, specification, plan, design, sample or information thereof to any third party during and after expiry of contract.

COMPLIANCE STATEMENT FOR TECHNO-COMMERCIAL CUM ELIGIBILITY / ACCEPTANCE CRITERIA :

Cla use No.	Commercial & General Terms	Compliance to TE Specification (Yes/No)	If not complied, Specify deviations
1	Whether firm offer is for tendered quantity ?		
2	Documents in support of financial capability attached. (Balance sheet for last 1 year)?		
3	Copies of valid registrations with Ordnance Factories/ DGQA/ NSIC/ DIC/ KVIC etc attached. In case of MSEs, Udyog Aadhar Memorandum UAM no./ Udyam No and relevant documents are attached ?		
4	GSTIN No. and relevant documents attached?		
5	Delivery & Prices as per scope of work is accepted ?		
6	Whether the offered store is as per specification mentioned Sl. No. 2 of ATC ?		
7	Whether Price quoted is firm and fixed ?		
8	Inspection as per MI and Scope of Work is acceptable?		
9	Delivery as per Delivery Period mentioned in ATC acceptable?		
10	Payment Terms of the TE mentioned in ATC acceptable?		
11	Agreed for Option clause as mentioned in ATC?		
12	Liquidated Damages mentioned in ATC accepted?		
13	Agreed for condition of Eligibility Criteria mentioned in ATC?		
14	Validity of offer- as per ATC accepted?		
15	Guarantee/Warranty mentioned in ATC accepted ?		
16	Agreed for Submission of Performance Security Deposit PSD as mentioned in ATC ?		
17	Agreed for Submission of Bank Guarantee for Material Lifting as mentioned in ATC?		
18	Have you enclosed Undertaking regarding "Make in India" (MII) with percentage value as mentioned in ATC ?		

19	"Non-Disclosure Agreement" as per ATC accepted?		
20	Restriction under rule 144(xi) of the GFR 2017 (ie. "bidders" from a country, which shares a land border with INDIA) accepted as mentioned in ATC ?		
21	Have you attached the duly filled in and signed copy of Monitoring Instruction (MI) and Scope of Work?		

Signature of Authorized person with seal

N.B. i) Please indicate YES / NO clearly. Also furnish details wherever required. Please note that the offer deviating from Tender terms is likely to be ignored.

ii) The offer must be accompanied by duly filled in Compliance Statement, otherwise the offer is likely to be ignored.

- Buyer uploaded ATC document [Click here to view the file](#).
- 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 the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:**
 - I M/s. M/s New India Rubber Mfg. Co, Ghaziabad (UP) hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.
 - If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

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---