

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 16:30:00
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	Advanced Weapons And Equipment India Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	221
Item Category/मद केटेगरी	BRASS BAR SIZE WIDTH 45MM X HEIGHT 45MM SQUARE IN MULTIPLE LENGTH OF 01 METER MATERIAL BS: 1400-1985
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
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 in 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 the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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

Bid Details/बिड विवरण	
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
--	----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. 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. 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.

2. 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.

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.

BRASS BAR SIZE WIDTH 45MM X HEIGHT 45MM SQUARE IN MULTIPLE LENGTH OF 01 METER MATERIAL BS: 1400-1985 (221 kilogram)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
---	--------------------------

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****KANPUR NAGAR	221	60

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 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.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Part I: Instruction to Tenderers

- Being Open Tender Enquiry all the firms are eligible to participate in this tender enquiry.
- The price quoted against this tender should be firm and fixed. In case of price variation formula (If application) during original delivery period only can be accepted provided the firm mentions the rate of raw material prevailing with date which can be verified from a Govt. or public source
- Offer should be FOR OFC; otherwise offer is liable to be rejected
- Unloading of goods at OFC will be done by supplier
- A bid shall remain valid for 90 days in case of single bid tender and 180 days in case of two-bid system, from the date of the opening of the tender, unless otherwise specified. A bid valid for shorter period can be rejected by the purchaser as being non responsive, after giving the bidder an opportunity to comply the tender specified validity period. In exceptional circumstances the purchaser may request the consent of the bidder for an extension to the period of bid validity. Such requests shall be made in writing. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension shall not be permitted to modify his bid.
- Firm must bid for the item strictly as per TE specifications and associated drawings. Inspection of the store will be carried out at OFC after receipt of material. Inspection Officer: Executive Director/ OFC or his authorized representative. **Criterion of Inspection:** Relevant product specification and drawing. Executive Director, Ordnance Factory, Kanpur reserves the right to change the inspection agency to suit the convenience of the factory and in the interest of the state
- Firm will supply the bulk to OFC at its own risk and cost along with NABL accredited lab/Govt. labs/labs of reliable and reputed firms in line with AWEIL PM-2022 to certificates confirming the required properties as per Specification.
- Guarantee/Warranty certificate for conformance of specification and drawings to be provided by the firm. The store supplied against any supply order shall be deemed to have been warranted/guaranteed against defective workmanship and material by the contractor for a period of 12 months from the date of receipt of the store by the consignee
- Any defective stores shall be repaired/replaced to the satisfaction of the consignee or replaced at his premises free of cost immediately on notice. The buyer reserves the right to inspect the stores on receipt and discrepancy or defects found shall be reported to the Seller within a period specified in the contract and the seller shall rectify the same within a period specified in the contract on receiving the intimation.
- ED/OFC reserves the right to cancel the supply order after expiry of original delivery period without any

intimation.

11. All dispute arising out of any contract/ order placed as a result of this tender shall be referred to the sole arbitrator of the Directorate of Ordnance (Coordination & Services) or any officer appointed by him.
12. 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 service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers 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 had been committed shall be final and binding on the Seller.
13. Access to books of Accounts: 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 documents/information.
14. Ordnance Factory, Kanpur is an ISO 14001 certified company and all its vendors are advised not to indulge in any practice which pollutes the environment at the time of delivery of stores. In case of any dispute, AWEIL PM-2022 will follow.

PART II: - Technical Specifications:-

BRASS BAR SIZE WIDTH 45MM X HEIGHT 45MM SQUARE IN MULTIPLE LENGTH OF 01 METER MATERIAL BS: 1400-1985 DESIGNATION AB2 CuAl10Fe5Ni5.

PART III:- Standard Conditions of Contract:-

1. To ensure due performance of the contract, Performance Security Deposit shall be obtained from the successful bidder (s) awarded the contract. Performance Security Deposit shall be obtained from every successful bidder irrespective of his registration status etc. Performance Security Deposit is, however, not necessary for contracts valuing up to Rs. 10 lakh. Above Rs. 10 lakh, PSD is mandatory.
2. The Performance Security Deposit should be amount equal to 3% of the contract value.
3. PSD is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD 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 will be returned after 60 days of fulfillment of all contractual obligations of the Option Clause quantity including warranty period (if any).
4. Performance Security Deposit may be furnished in the form of an Account Payee Demand Draft/Banker Cheque, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the purchaser's interest in all respects. It should be drawn in favour of "Executive Director/Ordnance Factory Kanpur account".
5. Any interest accrued in FDR submitted as PSD by the vendors shall remain in their account
6. In foreign procurement, Performance Security Deposit will be deposited by the supplier in the form of Bank Guarantee, in the prescribed format, issued by an Indian Public Sector Bank or a Private Sector bank authorized to conduct government business or any International bank for which counter guarantee is given by Indian Bank acceptable to the purchaser.
7. Performance Security is to be furnished by a specified date (generally 30 days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations if any. Therefore, PSD shall be released after 60 days of completion of contractual obligations.
8. Performance Security Deposit will be forfeited and credited to the government (Executive Director/Ordnance Factory Kanpur Account) in the event of a breach of contract by the supplier, in terms of the relevant contract

9. Please indicate GST Registration No. Supplier must provide a copy of GST Registration Certificate
10. Payments terms -The standard payment terms shall be 100% payment against Seller's bill by Account transfer through NEFT/RTGS only for accepted materials within 30 days from the date of receipt of material or submission of bills/documents, whichever is later.
11. Supplier must indicate the HSN code of the item If applicable
12. Firm must submit Invoice with due registration number of GST along with delivery challan at the time of delivery
13. Material will not be allowed inside the factory without invoice.
14. Suppliers who are not registered must submit an Affidavit "That are not registered under GST and they will not charge GST in the invoice ". If at any time during the contract, supplier gets registered under GST due to crossing of threshold limit under GST. They will be eligible to claim taxes as applicable on such supply as per the Time of Supply provisions.
15. If Supplier fails to make the payment of the GST as charged in the invoice or file the return for the corresponding period of supplies made to factory. In such cases of any default, factory shall not make payment of GST component and reserve the right to withhold entire payment and will recover the interest and fine levied by the GST authorities, if any, due to default made by the supplier. To claim the GST component from factory supplier must clear its mismatch if any in invoice filed in the GSTR-1 and submit a copy of GSTR-3 filling Acknowledgement with the factory.
16. If due to any reason, factory rejects the material supplied by the supplier, factory shall issue a debit note to the supplier on the basis of which supplier registered under GST can avail the credit and supplier will issue the credit note to the factory also
17. If the firm fails to supply the store within the stipulated period (delivery period mentioned in the purchase order) liquidated damages will be levied for belated supply @0.5% per week subject to a maximum of 10%.
18. Ground rent will be charged in case of rejected store if the store is not lifted by the firm as per standard terms and conditions mentioned in AWEIL PM-2022

PART IV:- Special Conditions of Contract:-

1. A contract is a legal document and must be governed by certain terms & conditions to protect the interest of both the parties to the contract. It is important that every purchase officer is not only familiar with each conditions of a contract, but that he is also able to take appropriate & timely action to safeguard the rights of the purchaser. It is also desirable that the conditions of a contract are practical, fair and just for both the purchaser and supplier. The conditions of contract become binding for both parties on signing/ acceptance of the mutually agreed contract.
2. Considering the legal complications, cost involved in litigation and difficulties in enforcing legal awards, all efforts have to be made to settle disputes with overseas contractors through negotiations, especially in small value contracts. The sole-arbitration clauses as laid down in the general conditions of contract may not be accepted by foreign firms. Where necessary, as an alternative, provision may be made in the contract for arbitration by three Arbitrators, one each nominated by the purchaser and the supplier; and the third, who should not normally be a native of either India or the contractor's country to be chosen by these two Arbitrators. In case of disagreement between the two Arbitrators, the third Arbitrator may be left to be nominated by the Chairman of International Chamber of Commerce, Paris or similar prima facie neutral and reputed institutions.

PART V:- Evaluation Criteria

1. The evaluation and comparison of responsive bids (where only Indian bidders are participating) shall be done on the prices of the goods offered and other charges such as Packing & Forwarding, Freight and Insurance, AMC, etc., as indicated in the price schedule of the Bid documents but excluding levies, taxes and duties such as GST etc on final product, which are to paid extra as per actual, wherever applicable against documentary evidence.
2. The taxes & duties under GST norms will be paid as per actual subject to documentary proof submitted by the firm. Contract shall be awarded to the successful bidder whose bid has been determined to be substantially responsive, the lowest evaluated bid, technically & financially acceptable, and successful in type approval/validation tests (where applicable) done by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
3. The purchaser will have right to delete the established firm who quote in CARTEL from the list of approved source, debar them from competing for a period decided by the purchaser which is firm and final.

4. No conditional offer will be accepted. Conditional offer in any form of paper which is not through GEM portal will not be accepted.
5. In case of equal rates of two or more L-1 firms, PO will be placed on the basis of vendor rating (In LTE).

PART VI:- Pre-qualification Criteria

- I. The bidder should be manufacturer/Trader/Authorized Dealer/ Stockiest of same/similar items.
- II. The bidder should have successfully executed the Supply order of Same/similar item against Govt./PSUs and established reputed organization in last five years. The bidder should submit copy of Purchase Order and documentary proof of successful execution of respective Purchase Order along with the bid.
- III. The firm shall submit the copy of Balance Sheet / Profit and Loss Statement and ITR of last three years along with the bid.

3. Buyer Added Bid Specific ATC

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

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---