

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-06-2024 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	Bharat Dynamics Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	Procurement of Solid State Power Amplifier as per scope of work
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	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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
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)	No

Bid Details/बिड विवरण	
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	M. Vinod Kumar
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	NP&OP
CA Approval Number	7
Competent Authority Approval Date	15-05-2024
Brief Description of the Approval Granted by Competent Authority	Procurement of Solid State Power Amplifier as per scope of work

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Procurement Of Solid State Power Amplifier As Per Scope Of Work (6 pieces)

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%	100%

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	*****	*****HYDERABAD	6	420

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

1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

2. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) Pre bid requirements: RCI approved source certificate (or) RCI/BDL purchase order copy for the subject items to be uploaded.

2) Technical Terms:

a) The units supplied by the vendor shall conform to the technical specifications referred in the document no. BDL/AKNG/SSPA/TS/01, Date: 27.12.2021 and its latest amendments.

b) The vendor shall supply test jig and applicable accessories to BDL along with the units after obtaining clearance from BDL/RCI. Test reports of test jig should be submitted to BDL.

c) The vendor shall subject the units to Acceptance Tests mentioned in the document (Doc no: BDL/AKNG/SSPA/AT/01, Date: 04.01.2022) and ESS tests as per applicable ENTEST document and their latest amendments.

d) Inspection Agency: BDL and R&QA, RCI or their nominated inspection agency.

e) The vendor shall supply AT units after clearance by BDL and R&QA, RCI or their nominated inspection agency along with clearance certificate.

f) Acceptance criteria: Final Acceptance of units is at BDL along with clearance certificate issued by BDL and R&QA, RCI or their nominated inspection agency and after inward inspection clearance at BDL with supplier Test Jig and using BDL test setup as per applicable AT documents.

g) Delivery Period: Within 14 months from date of purchase order. Early deliveries are also acceptable.

h) Each unit is to be identified with Part number and Serial number and the same are to be engraved with the concurrence of BDL.

i) Electronic components/parts shall be supplied as per the latest specifications/part no/relevant standards whichever applicable. The items used for manufacturing the subsystems/components shall be less than three years old from PO date.

j) Upon receipt of PO, vendor has to submit all the following documents/drawings after obtaining approval from BDL and R&QA RCI. (Each three sets of hard copies to be submitted to BDL).

i) Master Drawing Index (MDI)

- ii) Bill of Material (BoM)
- iii) Quality Assurance Plan (QAP)
- iv) QT/AT document
- v) Integration Process Document (IPD)

k) The vendor shall submit the test reports for all the tests mentioned in AT document (Doc no. BDL/AKNG/SSPA/AT/01, Date: 04.01.2022 including its latest amendments if any) duly cleared by BDL & R&QA, RCI or their nominated inspection agency.

l) Warranty: The items supplied must bear warranty for 18 months from the date of acceptance at BDL. Warranty certificate should accompany with supplies. In case of any failure during the warranty period, the vendor has to repair/replace the product at free of cost. The date of intimation of failure/date of FAB report whichever is earlier will be considered for determining whether the product falls within the warranty period.

m) In case the OEM of the unit is not based in India, the AT Tests as per the approved AT document have to be carried out in India in the presence of BDL-QC and R&QA representatives. All the required test jig, test equipment and the facilities for carrying out AT Tests are in vendor scope only. BDL will not provide any of the above.

3) Commercial terms:

a) Quantity ordered shall be Qualified (usable) and Deliverable Units.

b) Prices: Free delivery at Akash-stores, BDL Kanchanbagh, Hyderabad i.e., Inspection, Packing & forwarding, Freight, Transit insurance are in supplier scope only.

c) Packing & Forwarding: Items should be securely packed as per standard specification / guidelines/ TSQD for severe road / rail / air / sea transport conditions and the packing charges borne by the supplier.

d) Taxes: GST will be extra as applicable at the time of supply. In case of delay beyond delivery schedules of PO then any increase in levies at the time of supply will not be considered and only the earlier percentage of levy will be paid.

e) Payment terms: i) 90% of basic value and 100% taxes shall be paid within 30 days against receipt of material and acceptance at BDL. The balance 10% of basic value shall be paid on submission of PBG for the value 10% of the supplied items value with 15 months (including claim period by way of online payment/ Demand draft / Bankers Cheque / Bank Guarantee from scheduled bank).

ii) Payment will be on pro-rata basis for accepted items.

iii) BDL reserves its right to release GST only after suppliers invoice / debit note is reflected in GSTR-2B/2A within the specified time limit mentioned in GST Law.

f) Security deposit: Security deposit shall be submitted by the successful bidders for 10% of the order value (by way of Online payment / Demand Draft / Bankers Cheque / bank guarantee from scheduled banks) within one week from the date of purchase order and valid up to successful execution of the order till the last delivery date as per purchase order plus 3 months claim period. NSIC certificate in lieu of Security Deposit is not acceptable.

g) Liquidated damages: Time is the essence of the P.O and delivery should be strictly insisted upon according to the delivery schedule given in the PO. In the event the supplier fails to deliver the goods / service, within the stipulated delivery period, BDL reserves the right to recover from the supplier, LD and not by way of penalty an amount as detailed in terms and conditions. A sum of 0.5% of the price only of the stores (Including duties, taxes) which the supplier has failed to deliver as aforesaid for each week of delay or part thereof, subject to a maximum of 10%. In case of extension of delivery period, increase in taxes shall not be borne by BDL, if delay is attributable to vendor

h) Non Disclosure Agreement (NDA): NDA on enclosed form shall be entered into, signed & submitted by the vendor along with the bid.

i) Integrity Pact: Vendor has to submit an Integrity Pact (IP) agreement with BDL as per revised format.

j) The Prices indicated in the PO (After finalizing the bids and release of PO) are firm and fixed i.e., no subject alteration / variation on any account unless specified in the purchase order.

k) BDL reserves the right to process and finalize the tender among the technically acceptable offers by conducting on-line e-reverse auction (after opening the price bids) and bringing all vendors to equal level playing field in respect of techno-commercial conditions or may finalize the tender without e-reverse auction , if required by BDL. The process adopted for e-reverse auction is at the discretion of BDL. The details of auctioning will be given to the vendors in advance and familiarization will be arranged for the same, if required.

4. Other terms & conditions:

a) No Custom Duty Exemption Certificate, No Excise Duty Exemption Certificate and No FIM will be issued by BDL.

b) Risk purchase clause: In the event the supplier fails to fulfil the purchase order obligations, BDL reserves the right:

i) To purchase elsewhere without notice to the supplier, on account and at the risk of the supplier, the stores not delivered or other of similar description (which in the opinion of BDL shall be readily procurable) without cancelling the purchase order in respect of consignment not yet due for delivery.(or)

ii) To cancel the purchase order in the event action being taken as above the supplier shall be liable for any loss which BDL may sustain on that account by the supplier shall not be entitled to any gain on repurchase made against default.

c) Force Majeure: Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. Provided the acts of The Government or any state parties of the Ven

for which may affect the discharge of the Vendor's obligation under the PO/contract shall not be treated as Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify the IMM in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting BDL only. In such a situation BDL shall take up with the supplier on similar lines as above for further necessary action.

d) Specify the material HSN code. Responsibility of correct classification of GST TAX code lies with vendor.

e) BDL reserves right to split the Purchase order into two or more as per our requirement

f) Vendor shall mention the following consignee details during delivery of the items to BDL.

To

Senior Mgr (Akash-Stores)

Bharat Dynamics Limited,

Kanchanbagh, Hyderabad- 500 058, TS

Phone: 040-24587618 / 7529

Note: Vendor to supply the material along with GST Invoice, E-invoice (duplicate copy for transporter), e-way bill (if applicable), packing list, Warrantee Certificate, I-Note/Inspection clearance report / CoC etc. (whichever is applicable)

g) It may be noted that wherever special conditions are listed above, the same will supersede the conditions mentioned in general terms and conditions of the tender enquiry / Purchase order (PO).

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---