

PART I -Instruction to Tenderers

Clause No	Clause Description	Description	Bidder's Compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
1.00	SUBMISSION & OPENING OF BIDS	<p>Tender Fee is not applicable. Bids are invited under Two Bid System i.e. Technical Bid & Price Bid on CPP Portal i.e. "https://etenders.gov.in". Tenderers are requested to read the tender Documents carefully, and submit their Online bid accordingly. Bids shall be accepted by electronic mode only, through CPP Portal i.e. "https://etenders.gov.in". NO OTHER MODE OF BID-SUBMISSION IS ACCEPTABLE.</p> <p>Bidder must comply to the procedures of the procurement portal and must enrol (In case of consortium, the lead member of consortium shall enrol & submit online bid) themselves on CPP Portal as per portal requirements including registration, compatible Digital Signature Certificate DSC etc .</p>		
1.01		Bidders must read the complete tender document carefully. Bidder must not make any changes in the tender documents, except making entries in last two columns meant for bidder's compliance. The bidder's entries in these columns will be considered for bids evaluation and will supersede/prevail over in case of any contractions somewhere else in bid offer.		
1.02		For guidance for bidders, a check list (APPENDIX -D) of certain important documents to be submitted for instant Tender Enquiry. Check list to be filled and uploaded. This Check-list is only for guidance purpose of bidders & indicative nature ONLY, list may not be exhaustive and any omission does not render exemption of any type whatsoever to the tenderer, Bidders to refer detail TE T&C /requirements of TE and submit all required document accordingly .		
1.03		The tenderer may inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require regarding site/site conditions before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.		
2.00	Opening of bids	(i) The tender will be opened ONLINE on CPP Portal i.e. "https://etenders.gov.in" on at the date and time specified in Invitation of Tenders/amendment thereof. If the buyer's office is closed on specified Tender opening date, the bids will be opened on the next working day at the same time. Only Technical Bid will be opened on due date of tender opening.		
		(ii) The PRICE BIDS of only those firms will be opened, whose Technical Bids are found compliant/suitable after technical evaluation, which is done by the Buyer. The price will be opened at later date which will be intimated to the bidders concerned.		

3.00	Corrigendum	Before the deadline for submitting the bid, the buyer may update, amend, modify or supplement the information in the tender document by issuing corrigendum The CORRIGENDUM (if any), to the originally published tender shall be published on CPP Portal i.e. "https://etenders.gov.in" only, and not through any other media, and hence all prospective bidders have to keep track of Tender Enquiry on the specified website for issuance of any CORRIGENDUM till bid opening time. It shall be solely the bidder's responsibility to check the procurement portal for any corrigendum and make the bid offer accordingly. Any corrigendum thus issued shall be part of the tender document.		
4.00	Bidder Information (to provide along with documents for all members, in case of consortium bid)	<p>Bidder to specifically mention the type of bidder firm either:</p> <ul style="list-style-type: none"> (i) Sole Proprietorship, (ii) Partnership Firm, Registered under Indian partnership act 1932 (iii) Pvt. Co registered under companies Act 2013 or any other previous companies Act, (iv) LLP registered under LLP act 2008 (v) Public sector entity (state owned company or institution). (vi) Any other type not covered in above types. 		
4.01		<p>Firm shall mention the appropriate one categories of supplier/bidder from the following categories (in case of consortium specify in respect of each consortium partner):</p> <ul style="list-style-type: none"> (a) Indigenous Manufacturers of the tendered plant/mc. (b) Foreign manufacturer (OEM) of the tendered plant/mc (d) Consortium of indigenous manufacturer (OEM) and Indian firm(s) (e) Consortium of foreign OEM and Indian firm(s) (f) Consortium of foreign OEM & foreign firm. <p>NOTE:- In case of consortium the lead/principal bidder nomination through PoA and Consortium agreement must be submitted in the technical bid.</p>		
4.02		Firm has to submit/upload the Bank details of the firm i.e. Name of Bank, Address of Bank, BANK A/C NO, MICR CODE NO., IFSC CODE NO., BRANCH CODE NO., Opening date of Bank A/C etc.		
4.03		Firm has to submit/upload the GST registration details mandatorily		
5.00	Validity of Offer	The period of validity of tender shall be 240 days from the date of opening of the tender and the prices quoted shall be deemed to remain valid for this period.		

6.00	Modification and Withdrawal of Bids	A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email/fax followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid is allowed to withdraw in the intervening period between the last date of submission of bids and validity of the bids. Withdrawal of a bid after bidding closure time will result in Bidders forfeiture of bid security.		
7.00	Language of Documents	All Design Engineering Data, Drawings, Manuals, Literatures, Documents etc shall be in English/Hindi only and shall be as per standard engineering practice. If any other language is used along with English, the English version will be taken as authentic for any and all purpose. Only metric units and no other units shall be used in all drawing, documents etc.		
8.00	Clarification regarding contents of the TE	A bidder REQUIRING ANY clarification regarding the TENDER DOCUMENT shall notify to the Buyer (THE EXECUTIVE DIRECTOR, ORDNANCE FACTORY AMBAJHARI, NAGPUR - 440 021, MAHARASHTRA, (INDIA)) in writing/ELECTRONICALLY about the clarifications sought. AN SUCH QUERY/QUESTION MUST BE DELIVERED TO BUYER not later than Two week prior to the date of opening of the Bids. Reply to clarification may be given to bidders electronically , or a corrigendum to TE may be issued .		
8.01	Clarification regarding contents of the Bid offer	During evaluation and comparison of bids, the Buyer may, solely at its discretion, ask the bidder for clarification on his bid offer. The request for clarification will be given in writing to bidder and no change in prices shall be permitted consequent to clarifications (if any). No post-bid clarification on the initiative of the bidder will be entertained.		
8.02	Rejection of Bids	Tender is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Conditional tenders will be rejected. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection of bid with forfeiture of EMD.		
9.00	Rights of procuring entity	The purchaser reserves the right to accept or reject any offer without assigning any reason thereof. The purchaser does not pledge to accept the lowest or any of the tender .Purchaser also reserves the rights without assigning any reason to cancel the tender process or abandon the procurement of goods .		

10.00	No claim for compensation for submission of tender/Bid	The Tenderer, whose tender is not accepted, shall not be entitled to claim any cost, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the purchaser may decide to withdraw the invitation to this tender.		
11.00	EMD in form of IPBG	Bidders are required to submit along with their bid, EMD IN FORM OF IPBG (Integrity Pact Bank Guarantee) for amount as shown against EMD fee details in CPP tender enquiry/NIT, in the currency in which the sole bidder (or principle bidder in case of consortium bid)shall quote in price bid). Bids received without IPBG shall be summarily rejected without technical evaluation. The Integrity Pact Bank Guarantee (IPBG) shall be submitted (as per Format at APPENDIX - B) from Indian public sector Bank or Indian Scheduled Bank duly authorized by RBI to handle Government transactions (For Indian Bidders) or an issued by a First Class International bank , but it is to be confirmed by Indian public sector bank (for Foreign Bidders) preferably state bank of India. IPBG shall be in favour of YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI.		
11.01		The IPBG shall be valid up to a period of five (05) years or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the IPBG shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/ TPC on bid(s) after an evaluation.		
11.02		The IPBG shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/ TPC on bid(s) after an evaluation.		
11.03		The IPBG will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender. Further, if the successful tenderer fails to furnish the required Performance Security Deposit after placement of supply order within the specified period, its IPBG will be forfeited. .		

11.04	EMD exempted bidders	<p>Exemption to EMD will be given to MSEs, as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision /amendment dated 09.11.2018 or later revision/amendment /clarifications from time to time.</p> <p>To avail the benefits of said policy, the bidder MSE firm must be the manufacturer of the tendered extrusion press. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered goods.</p> <p>In lieu of EMD, the Integrity pact (without bank guarantee) and Bid security declaration shall be furnished by exempted category of bidders. Integrity pact & bid security declaration is at APPENDIX-A & APPENDIX – C to Tender document</p>		
12.00	Signing of tender (As Applicable):	The bid Offer uploaded on procurement portal shall be signed digitally by using valid Digital Signature Certificate (Class-III) through CPP Portal by the competent authority holding power of attorney(lead /prime member in case of consortium) to handle such job on behalf of tendering firm and this fact must be stated explicitly .		
12.01		Individual signing the tender or other documents connected with a contract must specify whether he signs as :(i)"Sole Proprietor" of the firm or constituted attorney of such Sole Proprietor. Supporting copy of documents to be attached while submitting the tender. (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;(iii) Constituted attorney of the firm if it is a company.		
12.02		<p>N.B.</p> <p>(1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be uploaded or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.</p>		
12.03		(2)In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all documentary evidences as required for this tender must be physically signed by every partner of the firm before uploading.		

12.04		(3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.		
13.00	Eligibility Criteria	Bidder must meet all of following eligibility criteria. In addition to making entries in compliance last two column of this part , the Bidder(from all members in consortium bids) also to submit declaration as to meeting all eligibility criteria:		
13.01		The Bidder must be: A sole proprietorship, or Partnership Firm Registered under Indian partnership act 1932 or Pvt. Co registered under companies Act 2013 or any other previous companies Act , or LLP registered under LLP act 2008 or a Public sector entity (state owned company or institution), or a foreign OEM or a Consortium of any of the above.		
13.02		Bidder must be the manufacturer (OEM) of the tendered extrusion press, as sole bidder or as a member of the consortium.		
13.03		Bidder must Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons		
13.04		Bidder must Not stand declared ineligible/ blacklisted/ banned/ debarred by the purchasers Organisation or any unit of purchasers Ministry/ Department or by any other ministry/department from participation in its Tender Processes. Affidavit to above effect (never ban certificate) , or if ever banned the full details thereof, on non-judicial stamp paper duly stamped & signed by authorized signatory		
13.05		Bidder must Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred a		
13.06		Bidder must Not have an association (as a bidder/ partner/ director/ employee in any capacity) • of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation. • of the near relations of executives of Procuring		

		Entity involved in this Tender Process		
13.07		<p>Bidder must not have conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive: A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or b) Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or c) Has the same legal representative as another bidder for purposes of this bid. A Principal bidder can authorize only one consortium partner, and such partner also should not represent or quote on behalf of more than one Principal. Or, d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or participates in more than one bid in this tender process. Or, e) Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid in this tender or vice-versa) in more than one bid in this tender shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; f) or has a close business or family relationship with a staff of the Procuring Organisation who: <ul style="list-style-type: none"> (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. 		

14.00		Restriction under Rule 144(Xi) of GFR 2017 Eligibility in this tender is further subject to & in compliance to Govt of India order(s) Regarding bidders from certain countries that share land border with India. The GoI policy in regard Restriction under Rule 144(Xi) of GFR 2017 ,including Provisions in Min of Finance (deptt of expenditure) Order No: F.7/10/2021-ppd(1) DT 23.2.2023 OR ITS REVISION/AMENMENT FROM TIME TO TIME shall be applicable to this Tender .		
15.00		Bidder must meet the other eligibility criteria specified in Legal capacity , Technical capacity & Financial capacity .		
16.00	QUALIFICATION CRITERIA-Technical	Bidder must meet Pre-Qualification Criteria as given in “Technical Specifications” (PART-II). All the necessary documents required to satisfy Pre-Qualification criteria must be enclosed by tenderer along with their offer.		
17.00	Qualification Criteria-Financial	In case of sole Bidder, the bidder must have Average annual turnover during Last three financial years Minimum INR 100.08 Crore OR (USD 11415197 / GBP 8496275 / EURO 9830404 / YEN 16925419) in the currency in which the sole bidder (or principle bidder in case of consortium bid)shall quote in price bid). In case of consortium bid, the principal bidder alone must have minimum 75% of the turnover specified , and 100 % of turnover specified taken all members together.		
18.00	TECHNICAL CAPACITY	The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this regard along with the tender.		
19.00	FINANCIAL CAPACITY	The tenderer shall produce satisfactory proof that he is financially in a position to fulfil the contractual obligations offered to be undertaken by him .e.g. showing average annual turnover during last three years, and Copies of last three years annual report indicating profits and loss Account duly attested by Chartered Accountant.		
20.00	LEGAL CAPACITY	The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.		

20.01	LEGAL CAPACITY	<p>The following shall also be submitted with their technical bid.</p> <p>(A) Copy of Proprietorship Registration Certificate. / Copies of Partnership deeds. / Copy of certificate of incorporation and Articles of Association applicable.</p> <p>(B) Copies of ownership documents in respect of manufacturing plant</p> <p>(C) General power of attorney in favor of signatory, other than the owner/head of the firm.</p> <p>(D) Consortium Agreement, if any. [Regarding Consortium Agreement, the Consortium Partners should indicate their responsibility and Scope of Work specifically in the Consortium Agreement pertaining to the T.E.]</p>		
20.02		In case of consortium, all the consortium members shall nominate the principal bidder (lead member of consortium) through power of attorney to be executed by all members of the consortium ,as per format in APPENDIX - E .		
20.03		In case of consortium , all the members shall enter into a legally binding “consortium agreement” as per format in APPENDIX - F for the purpose of submitting the bid and execution of the project & post-execution contractual obligations .		
21.00	TECHNICAL BID	The tenderer shall carefully check the Technical specifications and drawings etc. and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.		
21.01		The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar or higher capacity Machine / Plant proposed in the instant tender, performance feedback reports from users etc. All documentary evidences as required in this tender should be uploaded online.		
21.02		The offer should conform to technical specification and other Terms & conditions of Tender document, hence The tenderer should invariably submit clause-wise compliance statement against all the PARTS - (I) to (V) of the Tender document , stating where they comply and where and how they deviate giving full details and remarks if any, in last two columns of each part. The bidder's entries in last two column of PART I TO IV will be considered for bids evaluation and will supersede/prevail over in case of any contractions somewhere else in bid offer.		
21.03		Firm has to MANDATORILY submit applicable HSN code(s) for the tendered extrusion press. (i) It is advisable to use 08 (eight) digit HSN Code for purchase within India. (ii) In case of Export/ Import of Goods 08 (Eight) Digit HSN code will be compulsory.		

21.04		In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un-priced copy of the price bid (REPEAT UNPRICED) as per price bid template is uploaded in the technical bid. The rate of all the Statutory Taxes & Duties ,if applicable, should be indicated clearly in the UNPRICED copy of Price Bid.		
21.05		MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling Bidders are required to provide in technical bid, the Manufacturer's Recommended List of Spares MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling to sustain the equipment for a period of 02 years after warranty period. UNPRICED list, repeat UNPRICED list to be submitted in tech bid.		
21.06		Since the tendered item is on turnkey basis, hence quotation should include for full scope all the parts/items/Tooling/first fill of all oil/lubricants etc that makes the offered machine fully functional. Incomplete quotations are liable to be ignored.		
21.07		Firm to indicate in their technical bid: The space requirements for the plant/mc etc. CFM requirement of each machine. Quantity & Quality of water required. Connected electrical load of machine required in KW.		
22.00	THE PRICE BID	Tenderer to confirm that their quoted price does not include payment of Agency Commission to any third party.		
22.01		Revision in price bid or technical bid having impact on prices will not be considered after opening of technical bids.		
22.02		In the price bid, the tenderer shall include all elements of cost of Plant and Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be in accordance with and as stated in the specification. Since project is of turn-key nature, the vendor will be responsible for complete execution of the erection & commissioning of the plants including related Civil works for plant/machine foundations, cable trenches etc. as required for completion of the scope of work. The itemized prices to be filled by bidders as per price bid format.		
22.03		<p>Rates for MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling Should not be included into price of machine. The LUMPSUM price of the MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling be quoted (Electronic submission) in the Price Bid Format.</p> <p>Soft copy (In pdf format) of Break-up Price MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling (as per UNPRICED list of same) duly signed must be attached with Financial bid only on CPP portal.</p>		

		After opening of price bid, if there is any variation between total LUMPSUM price of MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) & additional/spare tooling, indicated in the Price Bid Template on CPP Portal and the total of break-up price of MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling, as attached in soft Copy, the lowest price indicated among both will only be considered.		
22.04		The price quoted MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling by the firms will not be taken into account for deciding the ranking position of the firm.		
22.05		Lump Sum Rates for (i) Essential and Standard Accessories. (ii) Extrusion Tooling. shall be quoted (Electronic submission) in the Price Bid Format (BoQ). Copy (In pdf format) of Break-up Price (i) Essential and Standard Accessories. (ii) Extrusion duly signed must be attached with Financial bid only on CPP portal. After opening of price bid, if there is any variation between total LUMPSUM price of (i) Essential and Standard Accessories (ii) Extrusion Tooling indicated in the Price Bid (BoQ) on CPP Portal and the total of break-up prices of any/both, as attached in pdf Copy , the lowest price indicated among both will only be considered.		
22.06		For all plant and equipment accessories, spares etc. of Indigenous source, prices shall be quoted in rupees for delivery ex-works. Statutory duties e.g. excise duty and sales tax, service tax etc. if applicable, should be indicated separately and distinctly. The freight charges if any, shall be quoted separately. However, order if any, will be on F.O.R. destination basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof. The Buyer shall not consider any request for issue of any Tax concession form. (e.g. form "C") which may be noted.		
22.07		For all plant and equipment, accessories, spares etc. of import origin from outside India, prices in foreign currency shall be quoted for delivery on F.O.B basis indicating the Port of shipment as well as for delivery on CIF basis indicating the port of entry in India "NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)" along-with the charges for transportation and insurance separately, directly by the Original Equipment Manufacturer (OEM) :-as a sole bidder or as a consortium member .However, order if any, will be on FOB basis and all taxes, duties, fees or charges including Bank charges outside India for supply of P&M, Services and Spares ex-import including transportation, Seaworthy packing, preservation till FOB is the responsibility of the vendor.		

		<p>The firm will provide specific confirmation that quoted price does not include payment of Agency Commission to any third party.</p> <p>Against such offer, if statutory requirement demands clearance from concerned Government, the Tenderer shall confirm in their offer that they shall arrange export licence in that respect.</p> <p>Payment of custom duty is the purchaser's responsibility either by taking exemption certificate or directly paying the custom duty to the custom authority if exemption is not permitted</p> <p>If certain goods being offered from foreign sources which is exempted from payment of custom duty, the same shall be notified by bidder in technical bid itself.</p> <p>confirmation regarding Custom duty exemption wherever applicable is required to be incorporated by bidder in his bid offer</p>		
23.00	ENGAGEMENT OF INDIAN COLLABORATOR BY FOREIGN SUPPLIERS	<p>For machines of imported nature, Indian bidders are permitted to offer against Indian Rupee payment only. If foreign plant supplier insists that purchases can be made through their Indian counterpart/collaborator (not agent), purchase can be made against Indian Rupee payment, but the tenderer shall arrange the import clearance and the Indian collaborator shall arrange inspection/training in India and also provide after sales service</p> <p>purchaser shall not take any responsibility for payment of customs duty, export licence etc , and only GSTY shall be applicable as a second sale to buyer. No export clearance certificate/custom duty exemption certificate shall be provided in such cases.</p>		
23.01	ENGAGEMENT OF INDIAN COLLABORATOR BY FOREIGN SUPPLIERS	<p>For machines of imported nature, where Indian subsidiary/India Office is submitting the bid on behalf of OEM and where the PDI is possible only in OEM premises, bids shall be in foreign currency, the order shall be placed on Foreign OEM directly and payment shall be to OEM directly. The firm will provide specific confirmation that quoted price does not include payment of Agency Commission to any third party.</p> <p>Against such offer, if statutory requirement demands clearance from the concerned government, the tenderer shall confirm in their offer that they shall arrange export licence in that respect.</p>		
23.02	ENGAGEMENT OF INDIAN COLLABORATOR	<p>In case OEM of foreign origin quotes against tender with Indian Collaborator/Partner, OEM shall be the "Prime Bidder", being technology provider.</p> <p>The sole responsibility of execution of contract and after sales service/technical support of its Plant &</p>		

	BY FOREIGN SUPPLIERS	<p>Machinery shall be with OEM. OEM shall furnish the copy of the Collaboration Agreement or MOU between the OEM and its Indian Partner/Collaborator. The MOU must have provisions defining the following:</p> <ul style="list-style-type: none"> (i) Technical Design & Process Guarantee responsibility of OEM and Indian partner. (ii) Distribution of work / responsibility between OEM and Indian Partner for the Scope of Supplies specified in the TE. (iii) Responsibility of After Sales Service/Technical Support <p>Supply & Service from Indian Partner shall be quoted in INR and payment shall be made after confirmation from the "Prime Bidder" i.e. OEM.</p> <p>It shall be incorporated in the Contract that the Supplier shall confirm that prices quoted by them does not include payment of any Agency Commission to any third party whatsoever.</p> <p>In case of Global TE for turn-key supply of plants, bidding may be done by a foreign firm in collaboration with an Indian firm. However, if authorised by the foreign supplier (technology holder), an Indian firm may act as Prime Bidder in collaboration with the foreign firm. In case of collaboration for bidding, a copy of collaboration agreement or MOU is to be submitted, clearly defining the responsibility for the scope of work with reference to Tender enquiry and subsequent liabilities of the contract.</p> <p>The foreign supplier (technology holder) shall have to be responsible for design, engineering and supply of imported equipments, quality certification for indigenous equipments, supervision of erection & commissioning and process guarantee of the whole plant.</p> <p>Payment can be made in foreign exchange to foreign firms only and in Indian Rupees to Indian firms, as per respective share of works.</p>		
24.00	EVALUATION OF TECHNICAL BIDS	Tender Evaluation will involve recording and analysing the merits of each tender. The process will start with preparation of "Comparative Statement" based on compliance statement and other documents furnished by bidders incorporating the commercial terms offered in the TE. A similar statement would be prepared in regard to deviations noticed in the delivery schedules, performance warranty, guarantee provisions, acceptance criteria etc. Comprehensive analysis of the techno-commercial offer will form the basis for subsequent decision.		
24.01		The price bids of only technically acceptable bidders/offers will be opened at later date which will be intimated to the bidders concerned.		

25.00	EVALUATION OF PRICE BIDS	EVALUATION criteria, Ranking of bids , and other matters shall be as described in PART –V (evaluation criteria)		
25.01	Public Procurement (Preference to Make in India), Order 2017	The Procurement shall be governed as per Public Procurement Policy for MSEs Order, 2012 and it's amendment/revision issued time to time by GOI.		
25.02		<p>The relevant clauses regarding price preference of Public Procurement (Preference to Make in India), Order 2017 as communicated by Ministry of Commerce and Industry, Department of promotion of industry & internal trade r no P-45021/2/ 2017-PP(BEII)-Part (4) Vol.II dated 19-07-2024 and it's amendment/revision issued time to time by GOI, will be applicable for procurement of this item.</p> <p>To avail the benefit of said policy, the bidders claiming to be the 'Class-I Local supplier'/' Class-II Local supplier' and wish to avail benefit of this policy, shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (In case of suppliers other than companies) giving the percentage of local content. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders.</p>		
25.03		As per Ministry of Commerce and Industry, Department of Promotion of industry & internal trade vide OM No. P-45021/102/ 2019-BE-II-Part (1) (E-50310, dated 04-03-2021, Bidder offering imported products will fall under the category of Non-Local suppliers. Bidder can't claim themselves as class-I Local suppliers / class-II Local suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, training, after sale service etc. as local value addition.		
26.00	Purchase Preference to Micro and Small Enterprise (MSEs):	<p>Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision /amendment dated 09.11.2018 or later revision/amendment /clarifications from time to time.</p> <p>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.</p> <p>Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered goods.</p>		
27.00	Special concession for Autonomous Bodies	For Autonomous Institutions under the administrative control of Central Government (e.g. CMTI, Bengaluru), indemnity bond may be accepted in lieu of bank guarantee i.e. Advance Bank Guarantee (ABG), Performance Bank Guarantee (PBG) or Warranty Bond.		

PART – II

	TECHNICAL SPECIFICATION OF 10000 Ton extrusion press	Bidder's Compliance (Yes/No)	If Non-Compliance, Indicate Deviation
Sl. No.	SPECIFICATION		
1.00	DESCRIPTION: 10000 Ton Capacity (excluding piercer capacity) Horizontal Extrusion Press with Hydraulic systems for Direct, Indirect system extrusion, extrusion of tubes through piercing and different profiles of High Strength Aluminium Alloys along with synchronised billet pre-heating system, container heating system, product cutting/shearing system & Portable/detachable alfa-numeric product code marking/engraving system.		
1.01	Aluminium Alloys to be extruded: ASTM alloy grades- 2xxx, 5xxx, 6xxx and 7xxx series. Required Product Range: (i) Solid round bar: - Diameter 10mm to 400mm. (ii) Tube: - 5 mm to 50mm wall thickness (minimum TUBE ID 30mm) (iii) Flat: - 20mm to 750mm Width & 5mm to 350mm thick. (iv) Profile: - Solid as well as Hollow, 3mm to 50mm wall thickness. Extrusion of Hollow Profile should be feasible from porthole die method as well as piercing mode.		
2.00	Scope of Supply: Design, manufacture, supply of complete Mechanical, Electrical, Hydraulic, billet pre-heating system, container heating system and Automation system including Civil Work, Erection & commissioning, Installation and proving the machine for rated capacity of minimum 10000 Ton force at pressing point on Turn-key basis. The scope also includes training to OFAJ personnel in the operating, servicing and maintenance of the plant.		
3.00	Container:		
3.01	Container Sizes: Dia 400mm, 600mm, & 800mm for max. 1200mm long billet excluding pressing pad/dummy block.		
3.02	Container to be provided along with heating and control system suitable for given range of extrusion of different alloys.		
3.03	Container alignment (with respect to main ram axis) monitoring should be provided on HMI display.		
4.00	Stem: Stems of Dia 400mm, 600mm, 800mm for Direct, Indirect & Hollow Stems for Tube Extrusion.		
5.00	Induction/Permanent Magnet Heater for Billet Pre-heating (Billet Pre heater):		
5.01	Induction Heaters/ Permanent Magnet Heaters with taper heating facility for Preheating of Al-alloy billets of sizes Dia (385, 585 & 785) mm x 600-1200mm Length, (Temp. Range: 380 to 530 degree Centigrade) with automated Billet Handling System. OFAJ will provide untreated tap water. Any additional requirement for billet pre-heating system such as DM water plant, chiller unit etc will be in the scope of supplier. One standby Billet Pre- Heating system for each of above mentioned sizes with billet handling system will be in the scope of supplier.		
5.02	Temperature uniformity of the billet should be achieved within $\pm 5^{\circ}$ C radially (while measured on surfaces). Suitable temperature measuring /monitoring system should be provided.		
5.03	The power factor for billet pre-heating system should not be less than 0.97.		
5.04	The output rate of the billet pre heater should be such that it should deliver the heated billet at required temperature before completion of extrusion of the preceding billet. The heating rate should be adjustable for different pressing speeds from 0.5mm/sec to 10mm/sec. At all heating rates temperature uniformity should be achieved as per clause no. 05.02.		
5.05	OFAJ will provide untreated water, if required, within battery limit at pressure of 1 bar at ambient temperature. If water pressure requirement of the heater is more than 1 bar then necessary boosting arrangement (booster pump set) will be in the supplier's scope. Firm has to supply two pump sets, one as working and other one as standby along with Electromechanically operated emergency valve for opening the emergency water supply line (directly drawn from		

	overhead water tank) to the induction coils in case of main power failure. (Ambient temp. at Nagpur (MS) India is from 8° C to 48° C).		
5.06	The billet pre-heater set should be fixed on a common base frame for easy alignment and mounting. For this, its electrical connection points should be easily dis-connectable and re-connectable at the time of change over from one size to another. In any case, there should not be spark at joints/connecting points while the system is in operation.		
6.00	Power supply system: - OFAJ will provide 440 V three phase 50 Hz within the battery limits for Extrusion Press. OFAJ will provide single point 11 KV power supply for Billet Pre-heating system. The power transformer, its Vacuum circuit breaker, Metering and protection system and other electrical items required for the same will be in the scope of the supplier. The tenderer shall specify the voltage requirements along with its offer. In case, the tenderer needs any other voltage requirements for Billet Pre-heating system e.g. the power transformer, its Vacuum circuit breaker and other electrical items required for the same will be in the scope of the supplier. Beyond the point of 11KV supply point of OFAJ, all power cables to be used in the billet pre-heating system should be of Flexible copper and will be in the scope of the supplier.		
7.00	Handling System:		
7.01	Billet Handling System: To transfer the billet from floor to Billet Pre-heater and from Billet Pre-heater to Container with suitable temperature sensors/thermocouples. During hot billet transfer to press, minimum temperature loss to be ensured.		
7.02	Extrusion Handling System:		
7.03	Run out Track length is 25000mm with provision of walking beam of length 10 mtr parallel to run-out track end. Suitable guiding mechanism has to be provided to ensure centring of profiles and its straight movement from the start of extrusion.		
7.04	Dual crane gantry system of 1 Ton individual capacity for shifting material from run out table towards unloading area.		
7.05	Portable/detachable alfa-numeric product code marking/engraving system for 12 characters code marking.		
7.06	Integrated stretcher of 500 Ton force capacity to straighten extruded bars and profiles in hot condition. The stretcher should have de-twisting arrangement to remove the twists occurred in the profiles during extrusion. It should be able to accommodate 8.0m to 10.0m long rods/flat/square profiles. Jaw width of the stretcher should be sufficient to accommodate the product size as per Clause No 01.01. The hydraulic system of the stretcher should be independent.		
7.07	Adequate cooling of extruded products should be ensured by forced air cooling at the end of unloading table. The temperature of extruded profiles should be less than 200 deg. C after cooling.		
8.00	Piercing capacity should be adequate to meet the above requirement of Clause 1.01 (ii & iv) and 17.12.		
9.00	Extrusion Toolings: (To be provided essentially with the Extrusion press):		
	a) Containers for dia of 400, 600 & 800mm x 1200mm Length of billet -1 No for each size.		
	b) Billet Pre-Heater for dia of 400, 600 & 800mm x 1200mm Length billet - 1 No. for each size and 1 No. standby for each.		
	c) Stem (Direct Extrusion) - 1 No. for each size of container.		
	d) Stem (Indirect Extrusion) - 1 No. for each size of container.		
	e) Hollow Stem - 1 No. for each size of container.		
	f) Stem with Fixed dummy block - 1 No. for each size of container.		
	g) Loose dummy block: - 2 Nos for each size of container.		
	h) Hollow Loose dummy block (For tube Extrusion). - 2 Nos for each size of container.		
	i) Piercing Mandrel (Along with fitment tools) - 1 No. for each size of container.		

	j) Mandrel Tip: - 1 No. each. (sizes will be provided later) k) Device/equipment for changing the die, Container, piercer, hot saw and Stem. l) Device/equipment required for changing over from direct to indirect mode. m) Device for quick changing of fixed dummy block. n) Hot saw blade: 8 Nos. o) 1set of Die cleaning knives for each size of die holder (to be used during Indirect Extrusion). p) 1set of butt shearing blades. q) All other tools which are not covered above but specially designed by the OEM for the purpose of ease of carrying out running/tooling/maintenance of the press.		
	Additional/Spare tooling : (Firm to quote separately for following spares, it will not be considered for ranking statement for deciding L1 offer)		
10.00	a) Container for dia of 400, 600 & 800mm x 1200mm Length billet -1 No for each size of container. b) Billet Pre-Heater for each dia of 400, 600 & 800mm x 1200mm Length billet - 1 No for each size of container. c) Stem (Direct Extrusion) - 1 No. for each size of container. d) Stem (Indirect Extrusion) - 1 No. for each size of container. e) Hollow Stem - 1 No. for each size of container. f) Stem with Fixed dummy block - 1 No. for each size of container. g) Hollow Loose dummy block (For tube Extrusion). - 1 No. for each size of container. h) Piercing Mandrel (Along with fitment tools) - 1 No. for each size of container. i) 1set of Die cleaning knives for each size of die. j) 1set of butt shearing blades. k) Die Oven suitable for all sizes of dies.		
11.00	Hot Saw: Sawing will be performed during dead cycle time at stationery position. Saw position to be provided with variable length cutting facilities from die orifice. Clamping arrangement for the product at the time of sawing both for multiple and single hole extruded rods, flats and profiles. Horizontal saw movement is preferable. Cutting shall be required for entire product range. Chip/saw dust removing system must be incorporated in the system. It should be possible to change the saw very easily and quickly.		
12.00	Puller: Puller should be suitable for single and multi-hole extruded rods, flats, profiles and tubes. In multi-hole extrusion, puller should ensure equal exit speed for all the strands. Sliding carriage length is for entire length of the run out table. Puller must be capable to handle Flats & Profiles for entire product range. Puller force capacity should be of 2000 kg to pull biggest extruded product with consideration of factor of safety.		
13.00	Centralised lubrication system is required for all the moving parts of the press with alarm indication of lubrication failure. Lubrication is to be programmed and operated from the main control panel.		
14.00	Automation of the Press: a) All the operations of the press, Billet pre-heater, Billet handling system, run out table, puller to be synchronized and able to be controlled from the main control desk. b) Press to operate in Manual, auto, semi-auto and maintenance mode. Separate program for direct, indirect and tube & Profiles extrusion. Display of live extrusion process on the main control panel screen in the form of graphic display with the important parameters of press (speed, pressure, temperature, etc.), run out table, cooling system, saw & puller. c) For this firm has to provide graphic display with diagnostic features for electrical/ hydraulic circuit. d) Display of abnormalities of the process on the screen in the form of alarms.		

32

12

	<p>e) Provision to enter the details of the billet like Cast No., alloy, Name of the customer, Billet no etc. from the control desk. The system should be able to store 2 years data.</p> <p>f) Human machine interface (HMI) of the main control desk to be connected to Plant PLC for operator in addition to SCADA.</p> <p>g) Firm should provide separate PLC and HMI control panel of Siemens/Rockwell automation make for billet pre-heating system.</p>		
14.01	The electronic control system shall be complete in all respect and self-contained PC based annunciation for location of the faults/faulty modules. The plant shall have latest Siemens/Rockwell Totally Integrated Automation System with 65" LED monitor with HDMI input to be installed in Control room for fault monitoring and diagnosis of Hydraulic circuit, cooling circuit, electrical circuit. PLC, HMI and all other electrical devices. The PC should consist of Intel Centrino processor, Intel- i7 or latest processor, 32 GB RAM, 2TB HDD x 2, DVD-RW, optical mouse, key board etc. It should be of HP / Compaq / IBM / HCL / Dell / Wipro / Advantech make only. It should be supplied with Standard software including genuine Microsoft Windows-10, 11 or latest operating system, genuine MS Office with perpetual licence, software for PLC, HMI, Drives, electronic items etc. used along with license (Firm should supply latest PC configuration available at the time of supply).		
14.02	All necessary safety interlocking should be provided to avoid any kind of damage due to electrical, mechanical or hydraulic failures.		
14.03	It should be possible to generate the following report. i) Extrusion time. ii) Dead cycle time. iii) Production report shift wise, daily monthly and yearly and also Alloy wise and size wise. iv) Alarm listing. v) Graph of extrusion pressure V/s extrusion speed. vi) Electrical energy consumption report on daily basis. It should have historian facility i.e. all the above data should be retrievable at any point of time.		
14.04	Minimum 8 nos CCTV Cameras to monitor and record the important operation of the equipment mainly Extrusion, Sawing, Puller, Billet loading, run out table, Billet pre-heating, Container and butt shearing with 30 days backup data. Camera system Monitor should be of minimum 40 inch.		
14.05	Close loop extrusion speed control to achieve isothermal extrusion through PID control.		
14.06	Auto switching "ON" the stand by pump in case problem with any of the running pumps.		
14.07	SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM (SCADA) Firm shall supply SCADA which should include following:		
	A. SCADA shall be of Rockwell make factory talk view/Siemens make wincc 7.5 or latest. It should display actual position of the plant with graphical screen and able to control all operation of extrusion press. Able to display extrusion parameter. Able to create recipes for extrusion of different aluminium alloy product which include recipe number, extrusion speed, product length, container temperature, billet temperature etc. Provision of setting up of temperature set point, extrusion speed set point etc. with password protected screen.		
	B. Alarm / Message display during fault condition and alarm history. It should have alarm diagnostic feature for maintenance.		
	C. Report in a specific format should include recipe number, extrusion number, heat/cast number, Alloy, Size, time of extrusion start to end, extrusion speed, extruded length, alarms during operation. Report should also sort using any parameter like date, month, extrusion No., Heat No., Cast no, Alloy, Size, Recipe No., by weekly, monthly, yearly basis, and between a date range. It should have historian facility i.e., all the data from the date of commissioning should be retrievable in future.		

	<p>D. Firm has to provide a suitable work station/ Industrial PC for SCADA. It should consist of Intel Centrino processor or latest available, Intel i7 processor/latest, 32 GB RAM, 2TB HDD x 2, DVD-RW, optical mouse, key board, 50 Inch monitor etc. It should be of IBM / HCL / Dell make only. It should be supplied with Standard software including genuine Microsoft Windows-10 or 11 operating system or suitable for SCADA, genuine MS Office with perpetual licence, software for SCADA used along with license (Firm should supply latest PC configuration available at the time of supply).</p> <p>E. The press should be enabled with AI features and should be compatible with Industry 4.0. Tenderer should elaborate the details of AI features and Industry 4.0 features in their offer.</p> <p>F. Firm must provide a web-based (OFAJ LAN) system for real-time monitoring of critical press parameters, KPIs for productivity monitoring like OEE, Energy Consumption etc., Sensors data for predictive maintenance with controlled access for the press operations team as per Industry 4.0 standard. LAN port will provide within 10mtrs.</p>		
14.08	Firm has to design Report format during commissioning as per OFAJ requirement. The report format should contain important process parameters like temperature, speed, alloy, product, main ram pressure, piercer cylinder pressure, force required for extrusion, cycle time etc.		
14.09	Provision should be kept to generate a few more reports as and when required.		
15.00	Hydraulic system :		
15.01	<p>Pumping station to be installed above the floor level near the press.</p> <p>The pumps station should be installed with suitable arrangement to restrict sound pollution under 90 dB(A) within the proximity of 5 meters.</p>		
15.02	Direct pumping system with sufficient nos. of pumps for performing efficiently all the operations of the press. Firm may install independent hydraulic system/power packs to operate the systems having low pressure requirement in order to save the energy.		
15.03	Pumps to be of multi plunger with servo system or any other type as per design requirement of the OEM. In order to synchronize with existing maintenance facility at OFAJ along with established sources for spares, services etc, firm to offer OILGEAR/ REXROTH make of pumps only. Tenderer has to specifically mention the type and capacity of pumps in their offer.		
15.04	One standby pump to be installed in series in each category of pumps.		
15.05	Oil tank of sufficient capacity with railing to be installed above the rear platen.		
15.06	Leak proof system for the entire hydraulic system.		
15.07	Oil filtering system should be such to facilitate Online and Offline oil filtration during running of the press as well as idle time for efficient working of hydraulic system.		
15.08	Manifold and pipe line to be designed for at least 1.5 times of maximum design pressure.		
15.09	Cooling water for hydraulic will be provided as per Clause No. 05.05.		
15.10	A suitable refrigerant based Oil cooling system should be provided to maintain Oil temperature 35-50 degree C at any time, any season during operation. (Ambient temp. of Nagpur (MS) India is from 8 ⁰ C to 48 ⁰ C)		
15.11	No hydraulic unit of any kind such as pumps, cylinders, flexible hoses, etc. should be installed in the close proximity of high temperature units (such as container, induction heater, hot billet area).		
16.00	Electrical System:		
16.01	<p>a) Power Supply 440V \pm 10%, 50 Hz \pm 3 Hz, 3 Phase AC will be provided by OFAJ at different location as per plan submitted by the firm. However, firm shall design all panels such that it should have sufficient space at incomer to terminate OFAJ/purchaser 400 sq.mm 3 and 1/2 core aluminium armoured cables.</p> <p>b) All such panels where OFAJ/purchaser incoming power supply is required should have Air circuit breaker (ACB) of suitable capacity.</p> <p>c) ACBs (Air Circuit Breaker) shall be of Manual Draw-Out type with overload, earth fault, and instantaneous short circuit and under voltage protection etc. ACB shall be of Siemens, Schneider, ABB, L&T make only.</p>		

	<p>d) For auxiliary supply to the plant firm shall supply 3 phase and neutral 430V, 4 wire free standing floor mounted power distribution board, IP65 protected with suitable capacity of ACB at incomer and suitable capacity of MCCB at outgoing separated for each panels. Power distribution board shall be of Siemens, Schneider, ABB, L&T,CG make only.</p> <p>e) All types of cables, connections, circuit breakers etc. required for connecting power distribution board to different parts of the machine/control cabinets shall be the responsibility of firm.</p> <p>f) Requirement of grounding/earthing with required material details is to be informed by firm well in advance so that the same could be incorporated during construction of foundation.</p>		
16.02	An isolator to be fitted in the power cabinet to isolate the whole installation from the network.		
16.03	Electrical system provided by the supplier should consist of separate power panel and PLC cabinet.		
16.04	The control panel/panels shall be of dust proof & rat proof and of powder coated material. It shall be mounted near the machine. The panel(s) shall be equipped with all standard switchgear like MCB, MPCB, isolators, Indication lamps, panel lighting and energy meter. It should have adequate capacity of panel AC for cooling.		
16.05	Panel should have three Phase digital Multi-function Energy meter communicable over RS485 with Modbus-RTU Protocol/Profibus/profinet at Main incomer and should display, record minimum parameters of Voltage, Current, Power, Power factor, active power, energy consumption in KWH. It shall be able to communicate with SCADA system provided so that the SCADA can generate report for the KWH consumption for particular product.		
16.06	All electrical(s) such as starters, fuses, pilot lamps, push buttons overload relays etc. shall be mounted in the panel with proper identification mark. All wiring shall have proper identification. Each cable terminated in the panel(s) shall have proper identification.		
16.07	It shall have proper illumination inside. It shall be provided with energy efficient LED lamp for sufficient illumination and power receptacles of 220Volts, 5/15 Amp AC. All adapters/receptacles should have compatibility with Indian equivalents.		
16.08	All panels should have cable gland entry from downside. For All control & small size power cables PVC glands and for Armoured power cables metallic glands are to be use. All panels should have PVC terminals.		
16.09	All electrical components in the cabinets should be mounted on DIN Rail. Power and control cable of container heaters should be heatproof cable Lapp make LAPPTHERM 145 or equivalent make.		
16.10	Firm shall provide on line access to PLC programme and PLC program backup.		
16.11	Firm should provide UPS for power backup to PLC, HMI and SCADA for the time period enough to shut down the system in a normal mode in case of power failure.		
16.12	All Electrical motors to be used in the plant shall have IE3/latest energy efficiency ratings with suitable protection.		
16.13	Two earth terminals shall be provided on each Panel for terminating to mains earthing. One copper earth strip shall be provided in each panel.		
16.14	Limit switches/proximity switches to be provided as a hardware limit to avoid any untimely override of the machine stroke.		
16.15	Firm shall supply and erect all cable trays required for power and control wiring. Cable trays shall be perforated type with cover.		
16.16	<p>Firm should supply PLC and HMI as follows:</p> <p>PLC:</p> <p>Complete Extrusion Press operation shall be controlled using PLC of Rockwell (Allen Bradley) or Siemens make. It shall have following features.</p>		

	<p>a) PLC program shall be in Ladder programming with all the flags / bits. Rung / Network shall be given a logical name according to their function.</p> <p>b) All necessary control and safety interlocks to be provided.</p> <p>c) All care shall be taken to handle critical interlocks. All interlock shall be incorporated in program. Program should be simple and easy to troubleshoot.</p> <p>d) Firm has to give online access to PLC to OFAJ.</p> <p>e) It should not be blocked with password of any type</p> <p>HMI: The press shall have a HMI (Human Machine Interface) of Rockwell (Allen Bradley)/Siemens make for representation of the operations and setting of different parameters of entire Extrusion press. It shall have following features.</p> <p>a) HMI shall have illustration of all operational and process-related equipment in dynamic plant flow diagrams as colour graphics screen with display of all required data in analog and/or digital form.</p> <p>b) It shall display set point and actual Process parameters of Extrusion press.</p> <p>c) It shall display Set point and actual temperature of all Thermocouples.</p> <p>d) It shall display Set Point for over temperature.</p> <p>e) It shall display total extrusion time of product.</p> <p>f) It shall display running product Recipe No., extrusion number, extrusion speed, product length, container temperature, billet temperature, billet size, Date and Time etc.</p> <p>g) It shall have Alarm / Message display and diagnostic features.</p>		
16.17	Firm should provide main air circuit breaker on each panel.		
16.18	Air conditioned Operator Control room should be designed & located in such a manner that the operations of complete plant is visible to the maximum extent possible to the operator. Further, the size of the control room should be adequate enough to accommodate operating panel, SCADA system, PLC system and CCTV monitoring system.		
17.00	Other Technical Requirements:		
17.01	Firm has to provide a Q-Form software of latest version having perpetual licence copy for die design and simulation of extrusions.		
17.02	Press should be of left to Right Operating type, as viewed from control panel and all the equipment of the press to be installed above the floor levels. Firm may visit the site at OFAJ to assess the site layout before quoting the tender.		
17.03	<p>1) Drawings and specification of all types of Stems, Containers, Billet Pre-Heaters, shear blade, Dummy block, mandrel, mandrel tip and container cleanout tools to be made available at the time of supply in English language.</p> <p>2) OFAJ will provide product drawings which are to be extruded during commissioning. Firm has to provide design of the dies, backers and bolsters, at least 12 months in advance, which are to be provided by OFAJ at the time of commissioning trial.</p>		
17.04	Modification to the PLC programming at the site based on the actual requirement of the purchaser at the time of commissioning of the plant.		
17.05	Supply should also include any other equipment required for running the Extrusion press.		
17.06	In addition to hard copy, PLC program, parameters of drives, drawings of electrical and electronics circuits maintenance Manual and other details to be given in the CD/DVD/Pen drive. Regular maintenance plan should be provided.		

17.07	Makes for various items wherever specified in these specifications are preferable makes except high pressure hydraulic pumps, valves, PLC, HMI and SCADA. The tenderer may offer any other equivalent standard make, however the onus of establishing/proving the equivalence of offered makes to the specified makes shall solely rest with the tenderer. In case of such items wherein tenderer has offered equivalent make, the tenderer shall submit OEM technical documents of the offered makes with brief write up to establish equivalence and same should be approved by purchaser at the time of technical evaluation of the bid and the same should be available in India		
17.08	Technical literature on working of each unit to be given along with the quotation for Direct, Indirect and tube extrusion process.		
17.09	Firm should supply hydraulic oil required for operating machine for first filling. 10% of total first fill quantity should be supplied as spare. Indian equivalent for hydraulic oil for the press to be provided.		
17.10	Supplier has to tap all the utilities within battery limit of 10 meters. OFAJ will provide compressed air at 5 bar. If the system requires more than 5 bar, in that case firm has to provide independent compressor unit with dryer.		
17.11	Press and all other related equipment including pumping station and Induction Heater should be installed within 25 meters x 25 meters excluding Run out Track, .		
17.12	<p>1. Product capability of the press: Extrusion of-</p> <p>I. Hollow profile cross-section as per OFAJ Drg. No. EXT-SK-245 for AA2014/IM-0584.</p> <p>II. Aluminium Channel as per OFAJ Drg No. EXT-SK-246 for C2151 grade.</p> <p>III. Aluminium Channel as per OFAJ Drg No. EXT-SK-247 for C2151 grade.</p> <p>IV. Aluminium Profile as per OFAJ Drg No. EXT-SK-248 for C2151 grade.</p> <p>V. Aluminium Profile as per OFAJ Drg No. EXT-SK-246 for C2151 grade.</p> <p>VI. Aluminium AA2014 Extruded plate – Thickness 20 mm, Width 750 mm .</p> <p>VII. Aluminium AA2014 Extruded flat – Thickness 250 mm, Width 500mm</p> <p>VIII. Aluminium AA7075 Extruded round bar – diameter 400 mm.</p> <p>IX. Aluminium AA2014 Extruded round bar – diameter 10 mm in multiple cavity die. -</p> <p>X. Aluminium AA7075 Hollow tube: ID- 250 mm, OD-300 mm</p> <p>XI. Aluminium AA7075 Hollow tube: ID- 68 mm, OD-88 mm</p> <p>2. Other than the above mentioned items, other product range as mentioned in Clause No. 01.01.</p> <p>3. Firm has to provide designs tooling items like die, backers, and bolster for each of the above mentioned items in advance in order to make them available during commissioning trial. Same products will be extruded as a part of acceptance criterion.</p> <p>4. Firm will provide the recipe of extrusion of the above mentioned items before commissioning trials and trial will be carried out accordingly.</p>		
17.13	Billet Extrusion pressing speed should be variable between 0.5 mm/sec to 20 mm/sec.		
17.14	<p>Drawings: Firm has to provide detailed drawings of:</p> <p>a. All assemblies, sub-assemblies and components used in the entire plant</p> <p>b. Electrical and electronic system,</p> <p>c. Hydraulic system with all its components,</p> <p>d. Tooling items like stems, shear blades, die cassette etc.</p>		
18.00	Safety Requirement :		
18.01	Emergency stop "Mushroom type push button" has to be provided in operator desk, electrical cabinet and pump station and Hydraulic power pack.		

18.02	For Hydraulic system, Safety valve to be provided to protect the whole installation against over load.		
18.03	Any other safety devices required for safety of the operator and Equipments to be incorporated.		
19.00	Spares (MRLS) : List of All Electrical, Electronics, Mechanical and Hydraulic Spares , consumable spares for trouble free running of the machine for two years post warranty period should be provided in technical bid . Cost of such items shall not be taken for ranking criteria.		
20.00	Training: 15 days training for 4 personnel each from production and maintenance side should be provided at the time of commissioning of the machine at OFAJ. Firm should quote charges if any towards this.		
21.00	<p>Pre-Qualification Criterion:</p> <p>1. Firm should be the manufacturer of same or similar extrusion press of minimum 6500 Ton force capacity and possess past experience of supplying similar type in last 20 years.</p> <p style="text-align: center;">OR</p> <p>Consortium partner may also participate in the tender subject to legal tie up/article of association with the OEM having past experience as mentioned above. However, overall responsibility for supply erection, commissioning, warranty and after sale service will remain with OEM.</p> <p>2. Similar type of machine refers to extrusion press of minimum 6500-ton force capacity, capable of doing direct and indirect mode of extrusion, hollow tubes and profiles through piercing mandrel.</p> <p>3. Firm should submit the documentary proof of supply and successful commissioning in support of their claim.</p>		
22.00	Pre-despatch Inspection (PDI):		
22.01	There will be pre-inspection of Castings and Forgings being used for major components of the press at manufacturer's premises to ensure guarantee of genuineness of main parts of the press that the components are newly manufactured and in minted condition. No reused castings/forgings are acceptable. Firm shall provide documentary evidence of procurement of such castings/forgings in advance before giving an inspection call. In order to maintain delivery schedule, firm should give inspection call at least two months in advance.		
22.02	<p>After readiness of press, firm shall intimate OFAJ for PDI:</p> <p>a) Before PDI call, firm has to forward Draft Quality Assurance Plan (QAP) to purchaser at least 2 months in advance for their approval.</p> <p>Cold Trial of following Major Assemblies and Sub-assemblies to be demonstrated during PDI:</p> <p>i) Movement and stroke length of Main Ram</p> <p>ii) Movement of 800mm Container</p> <p>iii) Cylinders operation for Butt shearing</p> <p>iv) Die Block slide operation</p> <p>v) Maximum working pressure of press</p> <p>Apart from above operations firm has also to show other major component of the press physically such as Containers, Hydraulic Items, Electric Motors, Puller, Die Cassetts, billet preheater etc. All the above parameters shall be part of QAP.</p> <p>b) The supplier shall intimate the purchaser at least 2 months prior to the scheduled date of PDI.</p> <p>c) Based on the approved QAP parameters the supplier shall carry out all necessary test for material and quality of manufacturing.</p> <p>d) All such relevant test certificates shall be submitted by the supplier during PDI for scrutiny and reference for undertaking the PDI by the representative of the purchaser.</p> <p>e) All such tests and inspection certificates should fulfil the QAP requirements so as to enable the purchaser for taking up the PDI at the supplier's premises.</p> <p>f) PDI shall be carried out by the authorised representative of Executive Director/OFAJ at premises of the supplier/sub-supplier.</p> <p>g) During PDI (which shall be broadly based, but not limited to QAP parameters) purchaser will inspect the material/components physically, may ask to witness physical testing and will check the certificate/documents to verify that material/components meets Supply Order specifications.</p>		




	<p>h) Executive Director OFAJ may waive PDI of minor items of reputed make, against supplier specific requests for the same along with all relevant documents like test certificate, guarantee certificate, however purchaser reserves the full right to accept or reject without assigning any reason, such request of PDI waiver.</p> <p>i) After inspection and acceptance by the PDI team, relevant inspection certificate shall be issued and subsequently despatch clearance will be issued by OFAJ Nagpur. Based on despatch clearance certificate consignment shall be dispatched by the supplier to OFAJ Nagpur along with all relevant documents.</p>				
23.00	Joint Inspection at Consignee's end: Upon receipt of the press at purchaser's end, the supplier should depute representative for joint inspection of the press within 15 days or mutually agreed timeline from receipt of material at purchaser's premises.				
24.00	Erection & Commissioning:				
24.01	<p>A. Erection and commissioning of the press (including related civil works) at site including acceptance test, proving trials, proving of output rates, cycle time etc. to its specified capacity with specified accuracy on a consistent basis. Erection including civil works shall be responsibility of supplier. Ordnance Factory Ambajhari, Nagpur shall provide only material handling equipment up to 150 Ton EOT capacity free of cost at the erection site subject to availability of the same.</p> <p>B. Supplier shall share the civil foundation and general arrangement drawings, load bearing data, trenches layout/drawing and operator's control rooms clear in all respect.</p> <p>C. Firm will carry out the detailed civil work with due intimation to OFAJ.</p>				
24.02	<p>A. Cold Trial: Idle trial/Cold Trial without hot extrusion of all the systems/sub-systems of the press (except heater) will be taken individually and as a system (complete Press Complex) working in all modes of operations. Supplier has to prove the following:</p> <p>B. Firm has to prove the rated capacity i.e. Minimum 10000 Ton force is generated by the hydraulic system of the press and same is displayed in digital form on operator's console.</p> <p>C. Technical parameters as per specification.</p> <p>D. Geometrical Accuracy/alignments of press with reference to relevant National/International standard.</p>				
25.00	Acceptance criteria: (Commissioning Trial)				
	A. Firm should prove the Extrusion Press for Direct, Indirect & Tube extrusion operation for following sizes:				
PRODUCT TO BE EXTRUDED		INPUT BILLET	No. of Trial Products	Mode	
Hollow profile cross-section as per OFAJ Drg. No. EXT-SK-245 for AA2014/IM-0584.		Dia 400/600/800mm	5	Direct	
Aluminium AA2014 Extruded round bar – diameter 10 mm.		Dia 400/600/800mm	5	Indirect	
Aluminium AA7075 Hollow tube: ID- 68 mm, OD-88 mm		Dia 400/600/800mm	5	Direct, piercing	
Aluminium AA7075 Hollow tube: ID- 115 mm, OD-127 mm		Dia 400/600/800mm	5	Direct, piercing	
Aluminium Profile as per OFAJ drg. No. EXT-SK-246 for C2151/7020 grade.		Dia 400/600/800mm	5	Direct	
Aluminium Profile as per OFAJ drg. No. No. EXT-SK-247 for C2151/7020 grade		Dia 400/600/800mm	5	Direct	
Aluminium profile as per OFAJ drg. No. EXT-SK-248 for C2151/7020 grade.		Dia 400/600/800mm	5	Direct	

Aluminium profile as per OFAJ drg. No. EXT-SK-249 for C2151/7020 grade.	Dia 400/600/800mm	5	Direct		
Aluminium AA24345 Extruded Hollow tube: ID- 250 mm, OD-300 mm	Dia 400/600/800mm	5	Direct, piercing		
Aluminium AA2014 Extruded plate – Thickness 20 mm, Width 750 mm	Dia 800 mm	5	Direct		
Aluminium AA2014 Extruded flat – Thickness 250 mm, Width 500 mm AA2014 grade.	Dia 800 mm length 900 mm	5	Direct		
Aluminium AA7075 Extruded round bar – diameter 350 mm.	Dia 800 mm length 900 mm	5	Indirect		
B. Other than the above mentioned trials, other product range as mentioned in Clause No. 01.01 will be carried out for continuous 10 working days (excluding weekly off and local holiday, if any) in 1 shift of 8-10 hours each and 6 days a week.					
C. The all extruded products during trial should be:					
I. Free of extrusion defects.					
II. Deviation in dimensions should be governed by the relevant international standard or mutually agreed tolerance, which should be mentioned in technical bid.					
III. Extrusion should be smooth without any jerk at all speeds.					
D. During extrusion of profiles for acceptance trial, there should be real time load/force display in digital form on operator's console.					
E. During the extrusion of individual products in commissioning trial, permissible down time is 10 % of total trial time. If downtime is beyond 10 %, then the same shall not be considered for commissioning evaluation and fresh trial will be taken. In any case free issue material will be provided for two times for each individual product. Beyond this input material will be provided on chargeable basis.					

JWM/EM

JWM/MM

HOS/EXT

DGM/RK

AWM/SNS

GM/RDB

01/08/25

PART-III -Standard Conditions of Contract

Clause No.	Clause Description	Details	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
	NOTE	The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.		
1.00	Law	The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.		
2.00	Effective Date of the Contract	The contract shall come into effect on the date of acceptance of contract by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The delivery of the goods and performance of the services shall commence from the effective date of the contract.		
2.01	Commencement Date	In case of imported items, the delivery obligations of the supplier shall start with reference to the Commencement Date (instead of the effective date), which will be the date on which: The latest of the below mentioned events has occurred: i. Submission of export licence from foreign government by the supplier. ii. Submission of Performance Bank Guarantee by the supplier. Other event(s) as mutually decided (Date of Communication to firm regarding acceptance of their offer)		
2.02	Non-occurrence of the Commencement Date	If the Commencement Date has not occurred, within six (6) months from the date of signature (or within such other period as may be agreed between the Parties), the purchaser may terminate the Contract by written communication to the supplier.		
3.00	ARBITRATION	All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration will be applicable, depending on the type of Seller, as given below.		

3.01	ARBITRATION -FOR INDIAN SUPPLIERS (OTHER THAN PUBLIC ENTERPRISES / GOVT. DEPARTMENT S)	<p>(a) All the disputes and differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Yantra India Limited, Government of India Enterprise. The Arbitrator so appointed shall be a Government servant who had not dealt with the matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Award of the Sole Arbitrator shall be final and binding on the parties.</p> <p>(b) The Arbitration shall be as per Arbitration Act 1996 or any statutory modification thereof.</p> <p>(c) The venue of Arbitration shall be NAGPUR (MAHARASHTRA),INDIA</p>		
3.02	ARBITRATION - FOR PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be referred by either party for Arbitration to the Permanent Arbitration Machinery set up in the Department of Public Enterprises i.e. to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. (Ref- Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/01/2004).</p>		

3.03	ARBITRATION -FOR FOREIGN SUPPLIERS	ARBITRATION (for FOB Suppliers):- All disputes of differences arising out of or in connection with the present Contract, including the cases connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.		
3.04		Any dispute, disagreement or any question arising out of or relating to the Contract or relating to the construction or performances (except as to any matters the decision or determination whereof is provided for by these conditions) which cannot be settled amicably shall within 60 days or such longer period as may be mutually agreed upon from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question still exists will be referred to the Arbitration Tribunal consisting of three Arbitrators.		
3.05		Within 60 (Sixty) days of the receipt of the notice, one Arbitrator shall be nominated in writing by the SELLER and one Arbitrator shall be nominated in writing by the BUYER.		
3.06		The third Arbitrator, who shall not be citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, shall be nominated by mutual consent of the parties within 90 (Ninety) days of the receipt of the notice mentioned above failing which the third Arbitrator may be nominated by the President of the International Chamber of Commerce at the request of either party but the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above from being so nominated. The Arbitrator nominated under this clause 4 shall not be regarded nor would act as Umpire.		
3.07		The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.		
3.08		The Arbitration proceedings shall be conducted in India in English language under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.		
3.09		The decision of the majority of the Arbitrators shall be final and binding on the parties to this contract.		

3.10		Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the third Arbitrator shall be shared equally by the SELLER and the BUYER.		
3.11		In the event of a vacancy caused in the office of any of the Arbitrators, the party which nominated such Arbitrator, shall be entitled to nominate another in his place and the Arbitration proceedings shall continue from the stage they were left by the retiring Arbitrator.		
3.12		In the event of one of the parties failing to nominate its Arbitrator within 60 (Sixty) days as above or if any of the parties does not nominate another Arbitrator within 60 (Sixty) days of the place of Arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 (Thirty) days to request the President of the International Chamber of Commerce to nominate another Arbitrator as above.		
3.13		If the office of the third Arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.		
3.14		The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration Proceedings except in so far as such obligations are the subject matter of the said Arbitration Proceedings.		
4.00	Penalty for use of Undue influence	The 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 disfavour 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		

		<p>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.</p> <p>Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>		
5.00	Agents / Agency Commission	<p>The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above one-year LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.</p>		

6.00	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.		
7.00	Non-disclosure of Contract documents	Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.		
8.00	Pre-Contract Integrity Pact Clause	<p>An “Integrity Pact” would be signed between the Buyer and the Bidder for purchases exceeding Rs. 50 Lakhs. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Pre-Integrity Pact will be as per Format enclosed. The essential elements of the Integrity Pact are as follows:</p> <p>(A). A pact (contract) between the Government of India (Ministry of Defence) (Executive Director, Ordnance Factory Ambajhari, Nagpur) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);</p> <p>(B). An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;</p> <p>(C). A statement by each Bidder that it has not paid, and will not pay, any bribes;</p> <p>(D). An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;</p> <p>(E). The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.</p> <p>(F). Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.</p>		

		<p>(G). The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:</p> <p>(i). Denial or loss of contracts;</p> <p>(ii). Forfeiture of the Bid security and performance bond/warranty bond;</p> <p>(iii). Liability for damages to the principal and the competing Bidders; and</p> <p>(iv). Debarment of the violator by the Principal for an appropriate period of time.</p> <p>Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and compliance program for the implementation of the code of conduct throughout the company.</p>		
9.00	Liquidated Damages (LD)	<p>(a) In the event of seller's failure to have the plant / machines or any part/instalment thereof delivered by the date/dates specified in the contract, the buyer may at his discretion withhold any payment until the whole of the plant / machines have been supplied and the buyer may also deduct from the seller as agreed, Liquidated Damages and not by way of penalty, the sum of 0.5% of the contract price of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 5% of the value of delayed supplies, in case the delay in delivery is acceptable to the buyer..</p> <p>(b) The commissioning of machine / plant to be started within one month from the date of receipt of the machine / plant at OFAJ. For delay in completion of any works or services attributable to the supplier, which leads to delay in commissioning and final acceptance of the plant / machines, LD will be imposed @ 0.5% of the full contract price of the plant / machines for each and every week and part of a week of delay in commissioning and final acceptance, subject to maximum of 5% of the full contract price. This LD will be in addition to the LD against delay in delivery of supplies.</p> <p>(c) The sum of LD for (a) and (b) above, i.e. for delays in supplies as well as works & services, will be subject to overall ceiling of 10% of full contract price.</p> <p>(d) LD will be calculated on the basic cost of Supply Order (i.e. excluding taxes & duties).</p> <p>(e) LD shall be levied for the period for which the supplier was responsible for the delay in delivery/execution i.e. LD shall be waived if the reasons for delay are not attributable to the supplier.</p>		

10.00	Termination of Contract	<p>The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -</p> <p>(a) The Seller has failed to perform a substantial obligation under the Contract after having been served a notice of failure and make good by Purchaser within a reasonable period, or the delivery of the material is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.</p> <p>(b) The Seller is declared bankrupt or becomes insolvent.</p> <p>(c) The delivery of material is delayed due to causes of Force Majeure by more than six months, provided Force Majeure clause is included in contract.</p> <p>(d) The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for doing or forbearing to do any action in relation to this Contract, e.g. if the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such agent.</p> <p>(e) As per decision of the Arbitration Tribunal.</p>		
11.00	Notices	Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered email/airmail/post, addressed to the last known address of the party to whom it is sent.		
12.00	Transfer and Sub-letting	The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.		
13.00	Patents and other Industrial Property Rights	The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.		

14.00	Amendments	No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly state to amend the present Contract.		
15.00	Taxes and Duties/ Foreign Bidders	In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.		
15.01	Taxes and Duties/ Indigenous bidders:	(a) If it is desired by the Bidder to ask for DUTIES/ Taxes/GST to be paid as extra to be paid as extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.		
15.02		(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.		
15.03		(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.		
15.04		(d) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.		

15.05		(e) Any change in any duty/tax upward/downward as a result of any statutory variation in duties/taxes taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller		
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PART IV - Special Conditions of Contract

Clause No.	Clause Description	Description	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
1.00	Security Deposit(SD) / Performance Security Deposit(PSD)	Submission of Security Deposit(SD) /PERFORMANCE SECURITY DEPOSIT (PSD) is mandatory for successful bidder irrespective of their registration status with DGS&D or KVIC or NSIC or any other Government purchasing department or Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the Concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion(DIPP) , or any other deptt(s).		
1.01		Successful bidder shall submit security deposit (SD) with 30 days of placement of supply order and valid up to 3 months from the date of receipt of last consignment of the tendered machine/plant. The SECURITY DEPOSIT will be returned to the firm without any interest on receipt of Machine/Plant and after successful Joint Receipt Inspection at OFAJ of the last consignment of supplies & submission of performance security Deposit(PSD) .		
1.02		Successful bidders shall submit Performance security deposit (PSD) upon successful Joint Receipt Inspection at OFAJ of the last consignment of supplies. The PSD should remain valid up to 60 days beyond expiry of warranty period. Security deposit shall be returned upon receipt of PSD .		
1.03		Successful bidder may submit performance security deposit(PSD) within 30 days of placement of supply order, and having validity 60 days beyond expiry of warranty period or extension there to, in that case security deposit shall not be required to be submitted.		
1.04		The amount of SECURITY DEPOSIT /PERFORMANCE SECURITY DEPOSIT (PSD) will be 5% of full contract value in bid-currency of: sole bidder or Principal bidder in consortium bid. Security deposit (SD) Bank guarantee/Performance bank Guarantee (PBG) shall be as per format given in Tender Documents.		

2.00		For Indigenous Bidders: The /SECURITY DEPOSIT/PERFORMANCE SECURITY DEPOSIT will be in the form of Bank Guarantee (BG) only, from any of the Indian Public Sector Banks or from Private Sector Bank authorized to conduct government business. No other means of submission of PSD will be accepted. The PSD should be in the name of “YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI”		
2.01		For Foreign bidder or foreign firm as principal bidder in consortium bid: The /SECURITY DEPOSIT/PERFORMANCE SECURITY DEPOSIT will be in the form of Bank Guarantee (BG) only, from seller's bank through an internationally recognised first class Bank in favour of “YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI”, to be confirmed by an Indian public sector bank.		
2.02		Failure to submit Security Deposit/performance security may entail cancellation of contract and EMD will be forfeited .		
2.03		In case any claims or any other contractual obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, warranty obligations , settlement of claims and other provisions of the contract are breached or not fulfilled by the Seller..		
2.04		Performance Security shall be refunded to the Supplier without any interest, whatsoever, after it duly performs and completes the Contract in all respects but not later than 60 days of completion of all such obligations under the Contract, against specific request from the Supplier		
3.00		Foreign bidders or foreign bidder in consortium with Indian firm, should clearly Distribute/specify the items to be supplied on F.O.B. basis and the items to be supplied on F.O.R. basis. There should not be any ambiguity in the list of the items to be quoted on F.O.B. basis and F.O.R. basis. Also, under no circumstances change in the list on F.O.B. and F.O.R. basis will be entertained at any stage.		

4.00	TERMS OF PAYMENT Applicable to FOR-OFAJ Suppliers:	<p>(I) 80% value of material plus 100% taxes, duties if any(less advance given , if any) will be paid after acceptance in Pre-dispatch inspection of 100% receipt of item / equipment at OEM's works and joint inspection on receipt of materials / equipment in safe conditions at purchaser's (OFAJ) end against relevant test certificates as well as on submission of PBG amounting 5% of contract value valid till warranty period from public sector bank or from private sector bank authorized to conduct government business. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the firm and accepted by the purchaser.</p> <p>(II) Balance 20% value of material plus installation and commissioning charges, including complete civil works training charges along with service tax if applicable will be paid after successful commissioning of Supplied machine / Plant complete in all respect on turnkey basis and acceptance by OFAJ.</p>		
4.01		Payment will be made through electronic fund transfer NEFT/RTGS. to the bank account of beneficiary .		
4.02	TERMS OF PAYMENT Applicable in case of FOB Suppliers:	<p>(I) 80% value of FOB supply, and services at Firm's works (less advance given, if any) will be paid after acceptance in pre-despatch inspection of machine / plant at firm's works against despatch documents, i.e., bill of lading / airway bill, acceptance certificate by PDI team etc. against submission of PBG amounting to 5% of contract value and valid till warranty period.</p> <p>(II) Balance 20% value of FOB supply, and services at firm's works plus 100% erection and commissioning (E&C) charges after successful commissioning of Supplied machine / Plant complete in all respect on turnkey basis and acceptance by OFAJ.</p>		
4.03		Payment will be made through irrevocable and divisible Letter of Credit to be established on State Bank of India or any other scheduled/PSU/authorized Bank in India. In case of payment through confirmed LC, the charges of confirmation will be borne by the Tenderer. Purchaser will establish LC only 3 months prior to the actual date of delivery / shipment. In case Tenderer insists establishment of LC immediately after conclusion of contract / placement of order irrespective of delivery / shipment schedule, LC will be established by the purchaser		

		<p>immediately after conclusion of contract for the period of 3 months with a provision in LC that cost of further extension or validity of LC will be borne by beneficiary and issuing bank will be advised accordingly while amending the LC.</p> <p>If any extension of letter of credit (LC) is required due to the fault of supplier, the supplier will have to pay for such extension</p>		
5.00	Advance payment	15% of FOB/Ex-works value of supplies may be made once S.O. is acknowledged duly signed and sealed by the contractor without any pre-conditions and on submission of 'EXPORT LICENSE (As applicable)' & submission of performance security deposit and Advance Bank Guarantee.		
5.01		<p>Advance payment shall be made only after submission of Advance Bank Guarantee for 110% of advance amount in favour of internationally recognised first class Bank in favour of “YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI”. The ABG shall be from an Indian Scheduled Bank duly authorized by RBI to handle Government transactions, provided by the suppliers. In case of foreign vendors, it may be from 1st Class International Bank to be confirmed by a Indian public sector bank, preferably the State Bank of India.</p>		
5.02		<p>Any advance made to suppliers will be interest free within original delivery period of the contract, but shall carry interest beyond this period if delay is due to the contractor. The rate of interest shall be Alternative Reference Rates like SOFR/SONIA/TONAR/ESTR (Overnight Rates & as applicable for quoted currency) + 100 basis points for payment in Foreign Currency and SBI's Base rate plus 200 basis points for payment in Indian Rupee, reckoned on the date of release of advance payment. If the contract is terminated due to default of the contractor, the advance would be deemed as interest bearing advance, to be compounded quarterly.</p>		
5.03		Insurance and hypothecation in favour of buyer of supplies made to the value of advance shall be ensured by supplier.		
5.04		Advance payment, and interest (if any) shall be adjusted in full at one go against the initial payment on receipt of machinery for Indian supplier / release of initial payment through LC for Foreign supplier.		

6.00	Documents for releasing Payment	<p>a. Indian supplies: The payment of bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill: i. Ink-signed copy of Commercial invoice / Seller's bill. ii. Acceptance certificate in Pre-Despatch Inspection. iii. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable. iv. Warranty Bond (Bank guarantee). v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract). vi. Any other document / certificate that may be provided for in the Supply Order / Contract. vii. Provisional certificate of receipt by Purchaser. (Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in TE.)</p> <p>b. Foreign supplies: Paid shipping documents are to be provided to the Bank by the Seller as proof of despatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include: i. Clean on Board Airway Bill/Bill of Lading ii. Original Invoice iii. Packing List iv. Certificate of Origin from Seller or Seller's Chamber of Commerce. v. Certificate of Quality and current manufacture from OEM. vi. Insurance policy of 110% if CIF / CIP contract vii. Certificate of Conformity & Acceptance at PDI, if any. viii. Any other document / certificate that may be provided for in the Supply Order / Contract.</p>		
7.00	Risk Purchase clause	<p>(a). Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.</p> <p>(b). Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the</p>		

		<p>SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.</p> <p>(c). In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -</p> <ol style="list-style-type: none"> i. Such default. ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under. <p>(d). Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.</p>		
8.00	Export License	<p>The Bidders are to confirm that they have requisite export license from their Government to export the specified goods to India or shall be able to obtain the same within reasonable time (say three months). (Applicable to Foreign Suppliers only) If, "EXPORT LICENSE" is not required, the Foreign Firm should give "UNDERTAKING" regarding non-requirement of the same. "LETTER OF CREDIT (L.C.)" will be opened only after receipt either of the abovementioned documents.</p>		
8.01		<p>Tenderer should also confirm in their offer that Export License, if required, would be arranged by the Tenderer.</p>		
9.00	Delivery Period	<p>Supply: -540 DAYS and erection & commissioning: - 270 DAYS</p> <p>(a)Time is the essence of the contract. The tenderer shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the plant and equipment, civil works, engineering erection and putting into commission as specified in technical specification should be indicated suitably in the tender.</p> <p>(b). Tenderer will submit a BAR CHART in this regard, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The tenderer will be responsible for co-ordinated delivery and erection of the</p>		

		<p>complete plant, equipment and materials both from outside India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site.</p> <p>(c) In case of any contradiction in delivery periods for supply/commissioning between bar chart & quoted delivery period, the earliest total period (delivery plus E&C) among two shall be kept as delivery period in case of contract finalization on bidder.</p> <p>(d). Delivery period quoted should be guaranteed. The Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.</p>				
10.00	Denial Clause (DC):	If delay in delivery is due to default by the seller, the buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above Levy of Liquidated Damages) in the letter conveying extension of delivery period. In denial clause, any increase in statutory levies are to be borne by the seller during the extended Delivery period, while Purchaser reserves its right to get any benefit of downward revisions of Statutory Duties.				
11.00	Terms for Delivery	The applicable rules & regulations for transportation of goods will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Delivery Date is defined by the delivery terms as given below:				
		a	By Post Parcel	The date of postal receipt.		
		b	Dispatch by Air	The date of Air-way Bill.		
		c	FOB Port of Shipment	The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading.		

		d	FCA Port of shipment	The date on which the Seller delivers the goods to the buyer-designated carrier at the named place.		
		e	DAP Destination /	The date on which the delivery is made at the destination mentioned in the contract.		
		f	Delivery at Site / OFAJ	The date on which the delivery is made at the site / OFAJ mentioned in the contract.		
12.00	TURN KEY PROJECT	Since the tendered item is on turnkey basis , hence supply scope should include all parts/items/first fill of all oil/lubricants etc that makes the offered machine fully functional.				
12.01		The supplier will be responsible for complete execution of the erection & commissioning of the plants including related Civil works for plant/machine foundations , cable trenches etc. as required for, completion of the scope of work and to make offered plant fully functional.				
12.02		Supplier will have to complete construction of foundation and related civil works preferably before PDI , but not later than scheduled date of arrival of P&M at purchaser's site so as to avoid any delay in erection & commissioning of the plant/machine on receipt OFAJ.				
12.03		Erection must be start within 30 days of receipt of machine in OFAJ.				
12.04		The purchaser will provide electricity at 415V + 15V, 50Hz & water within 10 meters' distance of the machine. The purchaser shall provide compressed air at 5 Bar (Maximum) air pressure, at OFAJ's site, during commissioning. It will be responsibility of supplier to make arrangement of tapping water, air, power from the supply point for water, air and power as specified above.				

13.00	ISSUE OF TRIAL COMPONENTS :	(If required in Technical Specifications (PART-II) of TE) Trial components for proving of machine during or prior to Pre dispatch inspection will be issued to the firm by OFAJ (i.e. Firm has to collect from OFAJ) against submission of Bank Guarantee of equivalent cost of the trial components.		
13.01		Cost of the above trial components will be as per detailed Technical Specification/Supply Order. However, if not given in Supply Order, then the Cost of the above trial components will be worked out by OFAJ prior to issue of components and will be intimated to supplier for submission of B.G.		
13.02		If within India, the above trial components to be picked up by the firm from OFAJ premises on returnable basis. B.G. will be returned to the firm on receipt of trial components. B.G. should be valid till 2 months beyond the receipt of the trial components at OFAJ.		
14.00	Consignee details	<p>a. Indigenous item: THE EXECUTIVE DIRECTOR Ordnance Factory Ambajhari, Nagpur(MAHARASTRA) , India-440021</p> <p>b. Imported item: i. Port Consignee: ““ NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)” ii. Ultimate consignee: THE EXECUTIVE DIRECTOR Ordnance Factory Ambajhari, Nagpur(MAHARASTRA) , India-440021</p>		
15.00	Transportation	The following Transportation clause will form part of the contract placed on successful Bidder –		
15.01	Transportation Indian firms	<p>Indian firms: The stores shall be delivered DAP (Delivered-At-Place), Ordnance Factory Ambajhari, Nagpur</p> <p>Transportation and Unloading at OFAJ</p> <p>Transportation of machines/materials will be the responsibility of the supplier. For the material under the scope of this supply order, the Purchaser shall provide material handling equipment maximum up to 10 Ton Capacity. Any requirement of material handling beyond 10 Ton capacity during Unloading of machines/material at OFAJ and during Erection & Commissioning of machines will be the responsibility of the supplier.</p>		
15.02	Transportation Foreign firms:	Foreign firms: CIF/CIP: The stores shall be delivered CIF/CIP “NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)” (Port of destination) (INCOTERMS 2010, or latest		

	CIF/CIP	<p>version). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Transshipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only (or, if not available, by vessels belonging to the conference lines in which India is a member country). However, the Seller can still utilize the services of the Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/fax/signed to Port Consignee well in advance before the Ship sails the port of loading:</p> <ul style="list-style-type: none"> i. Name of the Ship ii. Port of Loading and name of Country. iii. ETA at port of Discharge. iv. Number of Packages and weight. v. Nomenclature and details of major equipment. vi. Special instructions, if any stores of sensitive nature requiring special attention. 		
15.03	Transportation Foreign firms: FOB BASIS	<p>The stores shall be delivered FOB (INCOTERMS 2010, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. Shipping arrangements shall be made by the BUYER. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least 6 (six) weeks in advance for finalizing the shipping arrangement, through Fax/e-mail, to the BUYER. Within 3 (three) weeks of receipt of the advance notice, as above, the BUYER will advise the supplier, through Fax/e-mail when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior</p>		

		<p>written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer.</p>		
16.00	Packing	<p>The following Packing and Marking clause will form part of the contract placed on successful Bidder –</p> <p>(a). The Contractor shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.</p> <p>(b). For indigenous supplies, The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.</p>		

		<p>(c). For imported supplies, the packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts. The consignments as far as possible must be shipped in containers (FCL/LCL). Shipment shall be arranged by Indian flag vessels only and not by vessels belonging to Pakistan or managed by Pakistani crews or touching Pakistani Ports. Transshipment is not permitted. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.</p> <p>(d). One copy of the packing list/ invoice in English and pre-despatch inspection certificate shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.</p>		
17.00	Marking	<p>(a). Indigenous Supplies: The following markings on two opposite faces and top side should be stencilled in legible ink on the packing cases containing the consignments at the time of dispatch:</p> <ol style="list-style-type: none"> Contract No & Date: Name of the consignee: Full address of consignee: Total No of packages & Sl No of package: Up right arrow. Gross weight: Special marking for case. Brief nomenclature of equipment: Slings position. <p>(b). Imported Supplies: The Seller shall mark each package with indelible paint in the English language as follows: -</p> <ol style="list-style-type: none"> EXPORT Contract No & Date: Consignee: Port / airport of destination: Ultimate consignee: SELLER: Total No of packages & Sl No of package: Gross/net weight: Overall dimensions/volume: Up right arrow. Special marking for case. Brief nomenclature of equipment: Slings position <p>(c). If necessary, each package shall be marked with warning inscriptions: , “Do not turn over”, category of cargo, etc</p>		

18.00	Pre-Despatch Inspection	<p>The following Pre-Despatch Inspection clause will form part of the contract placed on successful Bidder –</p> <p>PDI will be done in India for:</p> <p>(a) All supplies from Sole Indian bidder., or</p> <p>(b) All supplies from Consortia bid having all Indian firm., or</p> <p>(c) All Indigenous supplies of consortia bids of foreign & Indian firms.</p> <p>PDI may be done in foreign for:</p> <p>(a) FOB supplies from sole- foreign bidder., or</p> <p>(b) FOB supplies from consortia of all- foreign firms., or</p> <p>(c) FOB supplies of consortia bids of foreign & Indian firms.</p> <p>(a). The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the machines/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. The supplier should ensure that the location for PDI is preferably not more than two locations. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity.</p> <p>(b). The Seller shall intimate the Buyer at least 45 days for (foreign site of PDI) or 15 days (for PDI site in India) before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.</p> <p>(c). The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. shall be communicated by the Buyer in advance to apply for the necessary authorisations and clearances to be granted.</p> <p>(d). The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of one month from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days for Foreign-site PDI/ 5 days for Indian-site PDI, before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply</p> <p>(e) Only in a case, when the Buyer informs in writing the Seller within the period mentioned hereinabove that he doesn't want to attend the PDI, in such case the buyer may authorize the Seller to carry out said tests alone as scheduled. The Certificate of Conformity and</p>		
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19.00	Checking on Receipt	<p>When boxes or containers received by the Buyer are opened for assembly/installation, joint checking will be done by Buyer and Seller for conformance to quantity and description mentioned in the invoice. In case of any discrepancy, the Seller shall make good the same at his cost.</p>		
20.00	Insurance	<p>(a) Where delivery of imported goods is required by the purchaser on CIF basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. The Insurance Policy shall be for 110% value of goods for coverage on "all risks" basis including war risks and strike clauses. The date of insurance should be dated prior to the date of shipment. The insurance policy should mention the name of ship, merchandise details, number of packages, name of vessel, number of voyages, port of shipment, port of destination/destination warehouse and the details on Insurance documents should not contradict the stipulation in Bill of Lading or Invoice. The insurance policy shall be forwarded to the purchaser sufficiently before despatch of the consignment.</p>		

		<p>(b). Where delivery is on FOB/FCA basis, marine/air insurance shall be the responsibility of the purchaser.</p> <p>(c). In case of turn-key supply of plant/machines, if any supplies or part thereof are damaged during the process of erection and commissioning of the plant/machines until the final acceptance, the same will have to be replaced at site by the supplier free of all costs to the purchaser, including the erection and commissioning cost in the event of the plant/machines having been erected.</p> <p>(d). In the above case, the supplier shall be responsible for insurance of the plant/machines during erection and commissioning. In this connection, the supplier shall arrange "Erection All Risks Insurance" of sufficient amount along with coverage for construction/erection equipment as well as third party claims in respect of property damage or bodily injury. The supplier shall also be responsible for insurance for personnel engaged by them in the erection work.</p>		
20.01	Inland Transit Insurance: -	In case of FOR Basis supply Orders: In case of FOR Basis supply Orders, the transit insurance if any shall be borne by the Supplier firm and OFAJ will not pay any transit insurance charges separately.		
20.02		In case of FOB Basis supply Orders: In case of FOB Basis supply Orders, the transit insurance if any, will be done by OFAJ.		
21.00	Guarantee	<p>The supplier shall guarantee among other things the following:</p> <p>(a). Satisfaction of technical and other parameters mentioned in the specification and contract.</p> <p>(b). Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation.</p> <p>(c). Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.</p> <p>(d). Performance data furnished/ specified for the equipment should be actually obtainable when the equipment is installed and tested at site.</p>		

		<p>(e). This guarantee shall remain in full force and effect until 60 days beyond the warranty period as specified in the contract i.e. up to (expiry date) [or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfilment of obligations by the SELLER, the expiry date shall be extended by purchaser as per intimation from the SELLER.</p>		
22.00	Warranty	<p>(a). The supplier shall warranty that the plant/machine will be in accordance with the specification/ contract suitable in design and workmanship for conditions envisaged in the specification.</p> <p>The supplier shall warrant that the plant/machine (including associated works constructed by the supplier) will be free from defects in design, material or workmanship. Supplier's obligations under the warranty shall involve repair, rectification and making good at site any defect, imperfection or fault attributable to defective design, material or workmanship. If the plant/machine is found to have a Defect that can be assumed to be present also in some other portion of the plant/machine, the Supplier shall investigate whether such further Defect is present, and shall make good any further Defects found.</p> <p>(b) The supplier shall furnish PBG / Warranty Bond for 5% of contract price valid for three months after warranty period, as security for its warranty obligations.</p>		
22.01		<p>(c) The following Warranty clause will form part of the contract with the successful bidder:</p> <p>1. The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the said contract.</p> <p>2. The contractor/seller further warrants that the plant/equipment would continue to conform to the specified description and quality and would be free from any non-conformity with the requirements of the contract (hereafter referred to as a 'defect') due to faulty design, materials or workmanship, for a period called 'warranty period' or 'defects liability period' as defined</p>		

		<p>below:</p> <ul style="list-style-type: none"> - 12 (twelve) months from the date of commissioning and acceptance of the plant/equipment at the purchaser's site, 2. If the commissioning/acceptance of the plant/equipment is delayed due to fault of contractor/seller, the warranty period will automatically get correspondingly extended. 3. Notwithstanding the fact that the purchaser (or his representative) may have inspected and/or approved the plant/equipment, if any defect is discovered in the plant/equipment during the aforesaid warranty period and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller, the purchaser shall be entitled to call upon the contractor/seller to rectify such defect. 4. Defects shall be notified by the purchaser to the contractor/seller in writing without undue delay after the defects are noticed, within a reasonable period during or after the expiry of the warranty period. 		
22.02		<ul style="list-style-type: none"> 5. Upon receipt of notice from the purchaser about any defect that occurs during the warranty period, the contractor/seller shall respond immediately and make good the defect within a reasonable period, or such specific period as may be allowed by the purchaser at the request of the contractor/seller, without any charges and costs to the purchaser. 6. If the plant/equipment is found to have a defect that can be assumed to be present also in some other portion of the plant/equipment, the seller/contractor shall investigate whether such further defect is present, and shall make good any further defects found. 7. If a defect appears, requiring immediate action due to the risk of resultant damage, and if the contractor/seller cannot make immediately good the defect, the purchaser is entitled to apply all necessary measures to prevent or limit damage. 8. This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or wilful damage on the part of the purchaser. 9. Parts replaced or repaired under the above provisions shall be subject to the same warranty from the contractor/seller, and under the same conditions as apply for the rest of the plant/equipment, for a period of one (1) year after such replacement or repair has been effected. The warranty period for the rest of the plant/equipment shall be extended only by the time during which it was out of 		

		<p>operation as a result of defects covered by the above provisions. Nothing contained in this clause shall however extend the warranty period by a period beyond two (2) years after the commissioning and acceptance of the plant/equipment.</p> <p>10. Defective parts which have been replaced shall be made available to the seller/contractor without cost. However, the seller/contractor shall be responsible for lifting the defective parts and transporting the same at his cost from purchaser's place within mutually agreed time period.</p> <p>11. In case of failure on the part of the contractor to fulfil any warranty obligations, the contractor/seller shall pay to the purchaser such compensation, as may arise from the breach of the warranty herein contained."</p>		
23.00	Technical Documentation	<p>The entire documentation shall be in English. . The supplier shall supply all documents soft copy & hard copies in quadruplicate. The vendor shall supply all information/documentation necessary for erection, commissioning, operation, maintenance and troubleshooting of the equipment. Component identification in the component list/specifications shall be in terms of International Generic Numbers in addition to manufacturer's part No(s). Components of proprietary nature however shall be so indicated. list of documentation to be supplier (bidder to specify in technical bid, in case any document is not applicable in offered plant/mc):</p> <p>(1) Dimensioned drawing for foundation /erection.</p> <p>(2) All documents including erection drawings along with the equipment package/circuit diagram.</p> <p>(3) Detailed description of working of all P.C. Boards, list & circuit diagrams of PCBs, Inter connection details of P.C Board (as applicable)</p> <p>(4) Components list/components Specification</p> <p>(5) Spare parts manuals.</p> <p>(6) Maintenance manuals (Mechanical, Electrical and Electronics).</p> <p>(7) Cable assembly details for all the cables including connector details.</p> <p>(8) Electrical wiring diagram.</p> <p>(9) Circuit diagrams and working of power supplies inside the control system.</p> <p>(11) Programmable machine interface details.</p> <p>(12) Trouble shooting techniques/Diagnostics/troubleshooting manual with instructions to use in different diagnostic tests.</p>		

		<p>(13) Programming manual.</p> <p>(14) Operation manual.</p> <p>(15) Hydraulic system details/manual.</p> <p>(16) Refrigeration system (if applicable) details/manuals.</p> <p>(17) Lubrication charts.</p> <p>(18) Specification of all types of greases, oils, lubricants etc., required to be used in the equipment indicating International/Indian source of supply of these items.</p> <p>(19) The supplier shall give List of “Brought out items”, with make, model, qty and addresses for sourcing them.</p> <p>20) Any other document considered necessary by purchaser for operation , maintenances & trouble shooting shall also be supplied on demand by purchaser.</p>		
24.00	After sales support	<p>The contractor shall provide after sales service of the equipment for at least ten years after the expiry of warranty period, which will comprise of the following:</p> <p>(a). To render free technical advice on any matter of the equipment.</p> <p>(b). To quote and supply all spare parts/accessories/sub-assemblies at a reasonable price and delivery schedule.</p> <p>(c). To make available the services of suitable specialists on reasonable terms.</p>		
25.00	Guarantee to provide Spares	The Vendor shall be committed to make available the spares for 10 years’ period from the completion of the warranty period.		
25.01		Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts facilities in respect of the equipment tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the equipment.		
24.02		Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis.		
24.03		The successful tenderer shall warranty that before going out of production of the spare parts the firm will give adequate advance notice to the purchaser so that the purchaser may order his requirements of spares in one lot, if he so desires.		

24.04		The successful tenderer shall further guarantee that if the spare part production is stopped for some reason, then the seller will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spare parts from other sources.		
25.00		In case MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling are also ordered with the equipment, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.		

PART V – Evaluation Criteria

Clause No	Clause Description	Description	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
1.00	Evaluation criteria	The broad guidelines for evaluation of Bids will be as follows:		
1.01		Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically and commercially.		
1.02		The Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical specifications of the plant or machine as well as the various clauses of the TE, including commercial terms, like delivery schedules, guaranteed performance, warranty provisions, acceptance criteria, after sales support, etc. A “Comparative Statement” shall be prepared based on the basis of compliance statement and other documents furnished by bidders for analysis of the discordance and the impact of the same. Comprehensive analysis of the techno-commercial offers will form the basis for subsequent decision.		
1.03		The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.		
1.04		The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations, if required, as decided by the Buyer. There will be no negotiation if price quoted is considered reasonable, else negotiation will be held only with the lowest (L1) bidder.		
1.05		However, order if any, on foreign bidders will be on FOB basis and on indigenous bidders on DAP destination basis including GST Tax and other local levies, Transportation Charges etc.		

1.06		If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.		
1.07		The Buyer reserves the right to evaluate the offers received by either loading offers appropriately or by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as SBITT Selling rate of the State Bank of India on the date of the opening of Price Bids		
2.00	Taxes & duties	The consideration of taxes and duties in evaluation process will be as follows:		
2.01	Taxes & duties	The Bidders are required to spell out the rates of Customs duty, GST, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.		
2.02	Taxes & duties	If reimbursement of Customs duty / GST etc is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.		
2.03	Taxes & duties	If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily		

2.04	Taxes & duties	<p>If a Bidder is exempted from payment of Customs duty / GST etc of any value of supplies from them, they should clearly state that no such tax/ duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / GST, it should be brought out clearly. Stipulations like, Certain duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.</p>		
3.00	Ranking of price Bids	Ranking of the bid offers for the this Tender will be done as per following Ranking Criteria:		
3.01		<p>The ranking statement shall be prepared on equitable basis giving basic cost of machine, accessories, tooling, essential items, packing and forwarding charges, erection and commissioning costs, training cost, freight, payment terms, terms of pre-despatch inspection, criteria for performance and acceptance, validity of offers, warranty & guarantee conditions etc.</p>		
3.02		<p>For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of 2 years MANUFACTURER RECOMMENDED LIST OF SPARES(MRLS) & additional/spare tooling will be considered.</p>		

3.03		All the foreign currency quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as SBITT selling rate for foreign currency of the State Bank of India on the date of the opening of Price Bids		
3.04		In case where all offers from indigenous bidders are under consideration, ranking will be assessed on FOR OFAJ destinations basis. All taxes and duties (including those for which exemption certificates are issued), quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.		
3.05		In case where all offers from foreign bidders are under consideration, ranking will be assessed on CIF basis for foreign supplies & services at port of entry on SBITT exchange rate prevailing on date of price bid opening.		
3.06		<p>When offers from both indigenous and Foreign bidders are under consideration, the ranking of bids will be done as follows:</p> <p>In case of foreign Bidders, the Cost on CIF basis for foreign supplies & services, after converting into Rupees, would be the basis for the purpose of comparison of bids.</p> <ul style="list-style-type: none"> • In case of indigenous Bidders, the cost on ex-works basis for indigenous supplies & services after offloading taxes & duties would be the basis for the purpose of comparison of bids. 		

4.00	Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order	<p>Purchase preference will be given to MSEs, as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision /amendment dated 09.11.2018 or later revision/amendment /clarifications from time to time.</p> <p>To avail the benefit of said policy, the bidder MSE firm must be the manufacturer of the tendered extrusion press.</p> <p>Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p>Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered goods.</p> <p>If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price.</p> <p>In case of more than one such eligible MSE, this 25 % quantity shall be distributed proportionately among these bidders.</p>		
5.00	Public Procurement (Preference to Make in India), Order 2017	<p>Purchase preference will be given as defined in Public Procurement (Preference to Make in India), Order 2017 as communicated by Ministry of Commerce and Industry, Department of promotion of industry & internal trade r no P-45021/2/ 2017-PP(BE-II)-Part (4) Vol. II dated 19-07-2024 and it's amendment/revision issued time to time by GOI, will be applicable for procurement of this tender.</p> <p>To avail the benefit of said policy, the bidders claiming to be 'Class-I Local supplier'/' Class-II Local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (In case of suppliers other than companies) giving the percentage of local content in</p>		

		<p>accordance to above policy.</p> <p>Bids with false declarations regarding Local contents shall be rejected as Non-responsive, in addition to punitive actions under the MII orders .</p>		
5.01	Public Procurement (Preference to Make in India), Order 2017	<p>As per Ministry of Commerce and Industry, Department of Promotion of industry & internal trade vide OM No. P-45021/102/ 2019-BE-II-Part (1) (E-50310, dated 04-03-2021, Bidder offering imported products will fall under the category of Non-Local suppliers. Bidder can't claim themselves as Class-I Local suppliers / class-II Local suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, training, after sale service etc. as local value addition.</p>		
6.00	Price Bid Format:	<p>Price bid format (in excel format) shall be as uploaded in tender document on CPP portal on etenders.gov.in, bidders to upload price bid after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.</p> <p>Prices offered by bidders in above specified format only shall be valid.</p> <p>Bidders has to also ensure that prices are not disclosed anywhere in technical bid (except the rate of duties & taxes , to be shown in UNPRICED copy of price bid format , to be uploaded in pdf format by bidders in technical bid) .</p>		