

Bid Document

Bid Details	
Bid End Date/Time	27-12-2022 17:00:00
Bid Opening Date/Time	27-12-2022 17:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Steel
Department Name	Na
Organisation Name	N/a
Office Name	Ferro Scrap Nigam Limited,corporate Office,bhilai
Total Quantity	10
Item Category	Battery 12V
BOQ Title	Procurement of battery 12v
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid	Two Packet Bid
Primary product category	Battery 12V
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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(a). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Battery 12v	6
Schedule 2	Battery 12v	4

Battery 12V

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kishore Kumar	769011, FERRO SCRAP NIGAM LIMITED Inside SAIL, Rourkela Steel Plant Post Box No.-19 Rourkela GST NO-21AAACF7443D1Z6	6	30

Battery 12V

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Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

(1) Packing must be good to avoid damage of material in- transit.

2) Firm price- The price(s) quoted should be till complete execution of order and the price quoted should be in Indian Rupees only and on F.O.R. destination basis inclusive of All Taxes, packing, forwarding & freight charges upto destination for our unit situated at inside Rourkela Steel Plant, Rouklela, Odisha.

3) Border Sharing-The tenderer should submit Certificate as per Border Sharing Clause.

4) Billing Details -The place of supply of material/services and place of submission of bill should be one and same i.e. "Billed to" and "Shipped to" should be one and same. Also submit GST Return mentioning the GST number of State where the materials has been supplied or services has been provided.

5) Documents for Payment- Guarantee/Warranty Certificate to be submitted along with bill for release of payment.

6) Percentage of Local Content as per Make In India : Kindly confirm the % of local content and place at which value addition is done as per Make In India Clause.

7) Packing, Loading, Lacing & Forwarding-The price(s) quoted by the tenderer shall be

deemed to be inclusive of packing, loading, lacing & forwarding charges.

8) Transit Insurance- Since the supplies shall be made by you from your depot nearest to our respective site, transit insurance shall be arranged by you at your own cost.

9) E-Way bill-It will be the responsibility of supplier to prepare proper way bill while transporting the goods.

10) The Tenderer should state their Banker's Name, Branch, Account No. IFS Code, and Pan No. reference.

11) Part quantity-We reserve the right to place the order for part quantity of any of items.

12) Clearly mention Guarantee/Warranty of items.

13) Risk Purchase-In the event, the successful tenderer fails to execute the order, we reserve the right to procure the same from some other source and the extra cost thereof including the duties and taxes shall be recoverable from you.

14) Technical details -The make and brand should be clearly indicated.

15) Conditional offer-We reserve the right to reject conditional offers which do not accept our terms & conditions.

16) Disputes-Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon the successful tenderer.

17) Tender acceptance-FSNL does not bind itself to accept the lowest in or any of the tenders and reserves the right to reject any or all the tenders, reduce or increase the quantities without assigning any reason whatsoever.

18) Arbitration- All disputes or differences whatsoever arising between the

parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The supply of materials/execution of the job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.

19) Jurisdiction-Disputes if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.

20) Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, are required to submit registration certificate to enable us to consider under MSME, so that applicable benefits/facilities shall be provided as per procurement policy of Government of India. Should not adversely affect the environment, health & safety of the organization. Without assigning any reasons whatsoever and/or incurring liability there by.

21) Tenderer(s) falling under MSME Category and having valid Udyog Aadhaar Registration Certificate are also advised to register on TreDS platform, enabling FSNL to consider them for applicable benefits/facilities as per procurement policy of Government of India.

22) Blacklisting -The tenderer hereby declares that they have never been blacklisted and/or there were no debaring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted at any later stage their bid/offer shall be liable for cancellation. Also that vendor who cannot execute the job/supply as per the order, FSNL in its sole discretion reserves the right to cancel the order and blacklist the firm without any notice.

PLEASE ACCEPT AND CONFIRM OUR TERMS AND CONDITIONS IN YOUR LETTER HEAD DULLY SIGNED AND STAMPED AND UPLOAD THE SAME.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the

bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---