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Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 08-08-2024 15:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 08-08-2024 15:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 120 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Pmo |
| Department Name/विभाग का नाम | Na |
| Organisation Name/संगठन का नाम | N/a |
| Office Name/कार्यालय का नाम | Centre Of Plasma Physics-institute For Plasma Research, Dae |
| Item Category/मद केटेगरी | Customized AMC/CMC for Pre-owned Products - 40KVA Online UPS; Eaton; Comprehensive Maintenance Contract (CMC); Quarterly; No |
| Contract Period/अनुबंध अवधि | 3 Year(s) |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 7 Days |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

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

ePBG Detail/ईपीबीजी विवरण

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

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1719911328.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1719911334.pdf](#)

Product/Equipment Details:[1719911341.pdf](#)

Customized AMC/CMC For Pre-owned Products - 40KVA Online UPS; Eaton; Comprehensive Maintenance Contract (CMC); Quarterly; No (2)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|----------------------------------|--|
| Core | |
| Product category | 40KVA Online UPS |
| Product Brand | Eaton |
| Type of service | Comprehensive Maintenance Contract (CMC) |
| Preventive Maintenance Frequency | Quarterly |
| Manpower Required | No |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity of product/ equipment | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|----------------------------|--------------------------------|--|
| 1 | Chandra Kanta Sarma | 782402,Nazirakhat, Sonapur | 2 | <ul style="list-style-type: none">Number of months within the contract period for which service is required : 36 |

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **Purchase Preference (Centre)**

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% 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 percentage of 100% of total value.

7. **Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. Buyer Added Bid Specific SLA

Text Clause(s)

1. The bidder must be an OEM or OEM Authorized Service Provider. For this bid, OEM is Eaton.

In case of OEM Authorized Service Provider, bidder has to submit valid bid specific authorization letter from OEM Eaton for 40KVA UPS at the time of bid submission.

If OEM participates in this bid, they need to submit self certification of being an OEM.

2. 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.

10. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Name of Work:

Comprehensive Annual Maintenance Contract of 02(Two) number of 40KVA Online UPS (Make: Eaton Model : 93E, S/N: DK453LXX03 and DK453LXX04) for a period of 03(Three) years.

Location of worksite:

The proposed work is in Centre of Plasma Physics - Institute for Plasma Research (CPP-IPR) located at Nazir akhat, Sonapur, Kamrup(M)-782402, Assam.

Scope of Work:

Maintenance services shall consist of preventive and corrective maintenance of the UPS and will include replacement for all defective parts of the UPS. Maintenance shall be done by Original Equipment Manufacturer (OEM) or OEM authorized service provider only.

1. Preventive Maintenance will be done on quarterly basis in a year besides breakdown calls.
2. During the contract period, the Service Provider shall rectify & repair the UPS System in case of breakdown call, including replacement of spares and make the equipment operational at the earliest. Any materials/spares required to be supplied should be original and new.

However, in the event of Service Provider's inability to repair or restore the system to working condition due to non-availability of spares, the Service Provider shall replace the defective UPS with an equivalent capacity, as a standby unit as & when required.

3. AMC contract/agreement does not cover batteries of the UPS systems.
4. The services/repairs/replacements shall normally be carried out in the Customer's premises. In case th

e equipment needs to be transported to the Service Provider Workshop, any charges other than services/repairs/replacements have to be borne by the Service Provider.

5. The Service Provider has to arrange timely deployment of professionally qualified personal with the required tools, tackles and instruments for uninterrupted operation of the equipment.

6. After every Service visit, a report with all details of the service performed and suggestions for any changes have to be submitted.

7. The comprehensive maintenance, of UPS including all associated equipment and hardware, shall be performed on Working Days (Monday to Friday; between 9:30AM to 5:00PM) excluding National Holidays. The Service Provider shall not be paid extra on account of additional staff required for emergency repairs. It includes all repairs maintenance and replacement of spares etc. as and when required.

8. The entire spare parts, except for exclusions, shall be arranged by the Service Provider at their own. All the parts should be readily available for facilitating the necessary replacement. The spare parts replaced must be original and new. Guarantee: The materials/goods supplied by the supplier should be guaranteed as per manufacturers norms against defective materials, workmanship, operation or manufacture and such norms should be made available to CPP-IPR

9. As and when the parts are replaced, the same shall be intimated by Service Provider to Engineer-in-charge.

10. Any other routine repair work which is not mentioned above shall be done by the Service Provider time to time.

11. The Service Provider shall check health of batteries in all the monthly services.

12. In the event of major breakdowns, the Service Provider has the flexibility to replace required spare parts or modify circuits or components/assemblies, with prior notification to the Engineer In-Charge (Electrical).

13. The Service Provider will maintain the record of all preventive as well break down maintenance action in the prescribed manner in the log book of UPS which is mandatory. Any fault noted during preventive maintenance beyond the scope of this agreement may be informed to department immediately for taking necessary remedial action, failing which the contractor shall make good the repairs at his own cost.

14. If required Loading / Unloading of material at CPP-IPR premises will be done by Service Provider. The Transport vehicle, Insurance and Labour shall be arranged by the Service Provider at his own cost. The Service Provider shall ensure the safety of parts against any damage while transporting by him to/ from site.

ROUTINE AND PREVENTIVE MAINTENANCE SCHEDULE

- Cleaning up of Unit, Air Filter, Visual Inspection to check any deformation.
- Checking and Adjustment (If needed) of Power parameters like Input. Output, DC Voltage & Current.
- Checking and Adjustment (If needed) of Control parameters on different PCBs.
- Tightness of all connection, if shut down possible.
- Checking of Rectifiers, Inverters, Fan's, Power supplies, Contactors, Sticking or welded relays. Replace if needed. (if Shut Down Allowed) Functional Checking up of Inverter section.
- Performing functional check of load transfers between Mains and Battery and vice versa. Conducting battery discharge test with UPS load and redundancy check in case of parallel operation (with User approval).
- Evaluating UPS Output Load balancing and Suggest for correction if needed. Install or perform Engineering Field Change Notices (FCN) as necessary.
- Battery health Check-up.

The repair/replacement and maintenance of the parts shall not be limited to the items mentioned above but shall cover all parts, equipment, controls, required for safe and satisfactory operation of the UPS system, whether mentioned there or not.

EXCLUSIONS

- Replacement of Batteries
- Dismantling, Shifting and reinstallation of UPS and Batteries
- Capacitors in UPS systems older than 5 years is not covered within the scope of this work.

Any additional item not explicitly mentioned in the exclusions is considered within the scope.

BREAK DOWN MAINTENANCE

The Service Provider shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable period according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced. In circumstance such that the Service Provider fails to attend the breakdown within 01(One) working day after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Service Provider expense without abrogation of the Service Provider responsibilities.

GENERAL

The Service Provider shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately within rates quoted period to towards Annual Maintenance Contract.

A competent engineer shall be provided to investigate the fundamental cause of a fault. Temporary quick fix solution will not be accepted. The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section. The above scope is minimum requirement & Service Provider shall do also all other maintenance activities as per recommendations of manufacturer of UPS.

The Service Provider shall take all safety aspects into consideration for personal as well as equipment & will be responsible if accident occurred & the liability arising out will only be on Service Provider's account. The Service Provider should strictly observe all safety, security and labour regulations prevailing. It will be the entire responsibility of the Service Provider to insure his employees against all risks. It will be the liability of the Service Provider to meet claims over the lives of any employee engaged by them.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---