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Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4637608 Dated/दिनांक : 26-03-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | | |
|--|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 22-04-2024 15:00:00 | | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 22-04-2024 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 | | |
| Total Quantity/कुल मात्रा | 1 | | |
| Item Category/मद केटेगरी | SITC of LT Panel as per BOM with all accessories & Supply, laying and termination of cables (Q3) | | |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No | | |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No | | |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *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/बिंड से रिवर्स नीलामी सक्रिय किया | Yes | | |
| RA Qualification Rule | H1-Highest Priced Bid Elimination | | |
| Type of Bid/बिंड का प्रकार | Two Packet Bid | | |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 7 Days | | |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No | | |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation | | |

EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |
|-----------------------------|---------------------|
| EMD Amount/ईएमडी राशि | 81300 |

ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 5.00 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 23 |

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Centre Director, CPP-IPR Nazirakhat, Sonapur, Dist- Kamrup(M), Assam-782402 (Centre Of Plasma Physics-institute For Plasma Research)

Splittina/विभाजन

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

Reserved for Make In India products

| Reserved for Make In India products | Yes |
|-------------------------------------|-----|
|-------------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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 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.
- 3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

SITC Of LT Panel As Per BOM With All Accessories & Supply, Laying And Termination Of Cables (1 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <u>Download</u> |
|---|-----------------|
|---|-----------------|

Installation Commissioning and Testing (ICT) details for the above item:

| % of Product Cost Payable on Product Delivery | 70% |
|---|-------------|
| Min Cost Allocation for ICT as a % of product cost | 25% |
| Number of days allowed for ICT after site readiness communication to seller | 56 Days/दिन |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|-------------------|--|----------------------------|-----------------|---------------------------------|
| 1 | Smruti Ranjan Mohanty | 782402,Nazirakhat, Sonapur | 1 | 196 |

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

1. Generic

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

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. 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 %.

4. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. 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.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Institute for Plasma Research A/C CPP payable at Guwahati, Assam

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Institute for Plasma Research A/C CPP payable at Guwahati, Assam

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Institute for Plasma Research A/C CPP payable at Guwahati, Assam

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Institute for Plasma Research A/C CPP

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

11. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Prior to Bid

- 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

12. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

A. ELIGIBILITY CRITERIA

| Sr. N o. | Eligibility Criteria | Documentary proof for the eligibility (To be Scanned and Uploaded) Note: The bidders are requested to fill up the facts & fi gure in the prescribed format. Simply filling with Yes or No shall not be accepted. |
|-------------|--|--|
| 1 | The bidder shall possess a valid "Ele ctrical Contractor License" issued by the competent Authority. | Copy of the valid Electrical Contractor license shall be submitted or in case the electrical contractor has appli ed for renewal license for electrical contractor, the cop y of the old Electrical Contractor License along with the application/ payment receipt of the fee shall be submitted along with the quotation. |
| 2 | Bidder Should have satisfactorily completed Two Similar work (s) in India, during last 7 years before due date of Bid opening: Note: | Work Orders with a clearly mentioned rating of the pan el /BoQ & Completion certificate for each qualifying completed work(s) issued by the competent authority |
| | "Similar work" means Supply, Install ation, Testing and Commissioning of Electrical LT Panels/MCC/PCC having incomer rating of 400A or more. | |

(The attachments must be serially labelled as per the list given in point G. Bids received withou t valid documents and/or incomplete and irrelevant documents are likely not to be considered f or further evaluation)

B. Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be inspecting stores before acceptance.

Pre-dispatch Inspection at Seller Premises: By vendor at their premises in the presence of CPP-IPR Re presentative.

Post Receipt Inspection at Consignee site before acceptance of stores: By vendor at CPP-IPR premi

C. Dispatch Clearance Letter:

Pre-dispatch inspection (PDI) shall be carried out by the vendor at their premises in the presence of CPP-IPR representative/s at their works. The vendor may give an advance intimation to CPP-IPR to carry out the inspection.

The contractor shall be responsible for and perform all testing required in accordance with the bid and tech nical specifications included therewith.

The material should be dispatched only after receipt of the dispatch clearance letter from the purchaser/bu yer and the same shall be issued only after successful acceptance tests witnessed by representative/s of CP P-IPR

A copy of the dispatch clearance should also accompany the dispatch documents.

The contractor shall not supply or deliver the stores unless and until a shipping release or dispatch clearance is obtained from the purchaser (CPP-IPR)

If the contractor dispatches the stores without obtaining a shipping release or authority to dispatch, he will not be entitled to get any payment for such supply. In addition to that the contractor will pay damages for delayed clearance of the stores from the carrier.

- D. Bidders should furnish duly filled and signed Self-Certification under Preference to "MAKE IN INDI A" order Certificate as per Annexure-I and "Annexure to Bid Form: Eligibility Declaration Form" (Annexure II), failing which the Bid will not be considered for further evaluation.
- **E.** Submission of the offer shall be deemed acceptance of all terms and conditions mentioned in the bid doc uments including delivery period, payment, ePBG, etc. Any deviation found in uploaded documents shall no t be considered. The GeM GTC, STC and also all the clauses incorporated by the Buyer in ATC and various c orrigendum of the bid will be final.
- **F.** Bidder should upload a duly filled compliance statement with actual values (do not mention yes/of/accep table/ compliance etc. wherever possible).
- **G.** The attachment must be serially labelled with the number as given in the table below. Bids received with out valid documents and/or incomplete and irrelevant documents are likely to be rejected summarily.

| SL. N o. | Particulars | Remarks |
|-------------|---|--|
| 1 | Electrical Contractor License | Please mark the serial number of the documen |
| | (Eligibility Criteria, Sl.No.1) | t as this table at the top right corner of the att ached document. If 3 documents are submitte d against one serial number/ one particular of |
| 2 | Work order copy of two similar work | this table, then mark the same sl. no. on all th ose documents for easy identification. Please s ubmit the documents serially as per this table. |
| 3 | (Eligibility Criteria, Sl.No.2) Self-Certification under Preference to "MA KE IN INDIA" order Certificate as per Anne xure-I | |
| 4 | Annexure to Bid Form: Eligibility Declarati on Form" (Annexure II) | |
| 5 | Technical Particulars of the LT Panel (as p er the format given in the Buyer Specificat ion Document attached in the Technical s pecification section of the bid document) | |
| 6 | Data sheet for 400 sq. mm. 3.5 C and 185 sq. mm. 3.5c a2xfy cable (as per the form at given in the Buyer Specification Docum ent attached in the Technical specification section of the bid document) | |
| 7 | Details of Service Centres near consignee destinations. | |

- **H.** RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES: In case repair/replacement of defective/rejec ted stores during the warranty period is necessary and becomes essential to return the stores, to the con tractor, where full or part payment has already been made by the purchaser, the contractor shall submit bank guarantee for the value of stores so found defective/rejected as per **Annexure-III** valid till receipt and acceptance of repaired/replaced/entire stores within fifteen days of intimation to c collect the stores. However, the contractor will not be absolved from his responsibility as specified in the bid document.
- **I.** Earnest Money Deposit (EMD): The EMD in original shall be sent to "Purchase Section, Centre of Plasma P hysics-Institute for Plasma Research, Nazirakhat, Sonapur-782402, Kamrup(M), Assam in a sealed envelo pe super scribing boldly Bid Number and Due date, to reach within the stipulated time.

14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---