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Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5093616
Dated/दिनांक : 08-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-07-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-07-2024 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 - Nd YAG Laser System; Innolas; Annual Maintenance Contract (AMC); Six-Monthly; No
Contract Period/अनुबंध अवधि	2 Year(s)
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	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
Estimated Bid Value/अनुमानित बिड मूल्य	283200
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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:[1719382116.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1719382117.pdf](#)

Product/Equipment Details:[1719382124.pdf](#)

**Customized AMC/CMC For Pre-owned Products - Nd YAG Laser System; Innolas;
Annual Maintenance Contract (AMC); Six-Monthly; No (1)**

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Product category	Nd YAG Laser System
Product Brand	Innolas
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Six-Monthly
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	1	<ul style="list-style-type: none">Number of months within the contract period for which service is required : 24

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. **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.

4. **Service & Support**

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

5. **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 Innolas**

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In case of OEM Authorized Service Provider, bidder has to submit valid bid specific authorization letter from OEM Innolas for Nd YAG Laser System 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

3. **Payment terms:** Maintenance charges will commence from the effective date of the contract start date and shall be payable on yearly basis. Payment will be made within 10 days (after deduction of all statutory taxes as per extant rules) from the date of receipt of bill and verified service report. GST should be shown separately in the bill. The AMC charges will remain fixed for the contract period.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

The annual maintenance of the Nd-YAG Laser System, made by: M/s. INNOLAS, Model: Spit Light Standard 100, Product No.: SDA90120, Sl. No.:200876 will have to be carried out by the OEM or OEM authorized service provider only at CPP-IPR, after getting intimation from CPP-IPR for the same. Here the OEM is M/s. Innolas. Exact dates for the work will have to be fixed on mutual consent between CPP-IPR and Service Provider.

Mandatory Task:

1. Inspection of Laser system & verify the parameters as per specifications.
2. Replacement of De-Ionized water twice in a year and replacement of DI Cartridge & Water filter once in a year.
3. Check the laser energy level & laser beam profile at IR and all harmonics. If energy level, beam profile & other parameters do not meet specifications, then diagnose the problem & take steps for correction.
4. If laser beam alignment is required, then align the beam.

5. Cleaning of all optics and verification of proper functioning of the optical attenuator.
6. If any component is found to be faulty under the maintenance contract, then vendor should replace the same with spare parts as needed.
7. If M/S Innolas (Laser Make) releases any new update of software, then update the software.
8. Provide training to any new user of laser system.
9. The service provider must follow this maintenance schedule diligently to ensure the reliable and efficient operation of the Nd-YAG Laser System. This contract covers routine and preventive maintenance activities and does not include the supply of consumables, which may be addressed separately as needed.
10. The service provider is responsible for maintaining detailed records of all maintenance actions performed on the Nd-YAG Laser System and promptly reporting any issues beyond the scope of this agreement for further evaluation and remediation.

Breakdown Maintenance: Provide one additional complimentary breakdown visit, in addition to the four paid AMC visits, within the contract period, if such a need arises. Equipment will be repaired and tested at CPP-IPR; Acceptance test of repaired equipment will be carried at CPP-IPR. Supply of consumables/spares are not in the scope of works of AMC.

General terms and conditions:

In addition to the specific scope of work outlined above, the following general terms and conditions apply:

The Service Provider shall prioritize safety in all aspects of maintenance activities, considering the well-being of both personnel and equipment. In the event of an accident, the Service Provider will bear full responsibility, and any liability arising from such incidents will be the sole responsibility of the Service Provider.

The Service Provider is obligated to strictly adhere to all safety, security, and labour regulations that are in effect during the execution of the AMC. Full compliance with these regulations is mandatory.

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.

These general terms are established to ensure the readiness, safety, and accountability of the Service Provider in delivering annual maintenance and breakdown services as outlined in the Annual Maintenance Contract (AMC) for the Nd-YAG Laser System. Compliance with these terms is obligatory throughout the duration of the contract.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---