



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2023/B/3896479 Dated/दिनांक : 31-08-2023

Bid Document/ बिड दस्तावेज़

Bid C	Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-09-2023 10:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	22-09-2023 10:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Earth Sciences		
Department Name/विभाग का नाम	Department Of Earth Sciences		
Organisation Name/संगठन का नाम	National Centre For Antarctic And Ocean Research (ncaor)		
Office Name/कार्यालय का नाम Goa			
Total Quantity/कुल मात्रा	5		
Item Category/मद केटेगरी	WATER LEVEL RECORDER (Q3)		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No OEM Authorization Certificate, Additional Doc 1 (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		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
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	4 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	60000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

- (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 दस्तावेज़ 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 :

Director, NCPOR

If Offline EMD/PBG, it should be in favour of Director, NCPOR and the Original document is to be delivered to the National Centre for Polar and Ocean Research (NCPOR), Ministry of Earth Sciences, Headland Sada, Post-Sada, Goa-403804.

(Director)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
11.13E Tarchase Frenchence/ (VICT) GAIG GAIG	103

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 .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.

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. 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.

WATER LEVEL RECORDER (5 the number pi)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

1 11	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
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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	Pradeep Kumar Singh	403804,Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	5	30

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

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- (1) The Bidder has to upload catalouge/brouchure of the offered product.
- (2) Detailed compliance on the bid technical specifications to be uploaded.
- (3) **Bidder Earnest Money Deposit (EMD)** As per GeM General Terms & condit ions, scanned copy of EMD shall be uploaded by Seller in the online bid and orig inal copy of the same will have to be submitted directly to the Buyer mentioned delivery address within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without m aking any reference to the seller.
- (4) **Performance Bank Guarantee (PBG) -** As per GeM General Terms & conditi ons, the Online PBG or Offline PBG must be submitted by Seller to the Buyer wit hin 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the Buyer and veri fication of its genuineness. No interest shall be payable upon the Performance Bank Guarantee.
- (5) If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, t he Performance Bank Guarantee furnished by the Seller.
- (6) The Bidders to provide basic details sought in Buyer Added Specific ATC.
- (7) Break up of different price elements, i.e., as per GST Act, shall be indicated sep arately, along with its associated HSN code and GST rate. While quoting the bas ic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.
- (8) NCPOR is NOT liable to provide Form C or D or any other Form to claim GST. Ho wever, NCPOR shall provide Customs Duty Exemption Certificate as per the Gov t. Notification 51/96. NCPOR will clear the consignment at Goa port and pay the applicable Customs Duty.
- (9) The amount of Agency Commission, (not exceeding the prescribed limit) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

- (10) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contra vene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- (11) **Undue profiteering:** If the price quoted is higher than the controlled p rice in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clau se (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.
- (12) Book Examination Clause: The Procuring Entity reserves the right for 'B ook Examination' as follows: The Bidder/contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Gover nment Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extrac t from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be e required. The decision of such Government Officer on the guestion of relevance y of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently bin ding on the contractor. The contractor shall, if the authorised Government Office r so requires (whether before or after the prices have been finally fixed), afford f acilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, muted is mutandis, to examine all the relevant books of Contractor's subcontra ctor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities. If on such examination, it is established that the contracted price is more than the actual cost-plus reasona ble margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level. The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of docum ents. In the event of the contractor's or his agency's failure to do so, the contrac t price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his age ncies.
- (13) Installation and commissioning of 5 numbers water lever recorder will be a t three differerent locations. 3 Numbers in chandra basin, Himachal Pradesh; 1 Number in Chhabe Nama basin Leh (J &K) and 1 Number in Tista basin, Sikkim E astern Himalaya.

^{3.} Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

4. 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 %.

5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director.NCPOR Account No. 10153336180 IFSC Code SBIN0004116

Bank Name

State Bank of India

Branch address

SBI Commercial Branch, VidhyadhirajBhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

11. Forms of EMD and PBG

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

Director, NCPOR payable at vasco da gama

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.

12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, NCPOR Account No. 10153336180 IFSC Code SBIN0004116 Bank Name State Bank of India Branch address

SBI Commercial Branch, VidhyadhirajBhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

13. 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.

14. Service & Support

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

15. 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.

16. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

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---