

Bid Document

Bid Details	
Bid End Date/Time	19-04-2022 18:00:00
Bid Opening Date/Time	19-04-2022 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Hydro Power
Organisation Name	Ratle Hydroelectric Power Corporation Limited
Office Name	Pncratlekishtwar
Total Quantity	9
Item Category	Supply , ITC , Onsite comprehensive warranty , Comprehensive AMC
BOQ Title	SITC of Automatic Weather Station with Telemetry
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Primary product category	Comprehensive AMC
Time allowed for Technical Clarifications during technical evaluation	4 Days
Estimated Bid Value	1406560
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	28131

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	26

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

General Manager (Civil)

Ratle Hydroelectric Power Corporation Limited, Ratle HE Project, Office Complex, Shalimar Colony, Distt. Kishtwar,

Pin-182 204 (UT of J&K)

(General Manager Civil)

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 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

Supply (1 pieces)

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

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	Deepak Sanadhya	182206,Ratle Hydroelectric Power Corporation Limited, Shalimar Colony, C/o Dulhasti Power Station, NHPC Limited, Distt-Kishtwar, UT of J&K	1	45

ITC (1 pieces)

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

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	Deepak Sanadhya	182206,Ratle Hydroelectric Power Corporation Limited, Shalimar Colony, C/o Dulhasti Power Station, NHPC Limited, Distt-Kishtwar, UT of J&K	1	45

Onsite Comprehensive Warranty (2 pieces)

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

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
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Deepak Sanadhya	182206,Ratle Hydroelectric Power Corporation Limited, Shalimar Colony, C/o Dulhasti Power Station, NHPC Limited, Distt-Kishtwar, UT of J&K	2	45

Comprehensive AMC (5 pieces)

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

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	Deepak Sanadhya	182206,Ratle Hydroelectric Power Corporation Limited, Shalimar Colony, C/o Dulhasti Power Station, NHPC Limited, Distt-Kishtwar, UT of J&K	5	45

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Qualifying Criteria:

Bidder shall be **Class-I / Class-II Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.

In this regard, bidder shall mention the **percentage of local content in the offered product(s) and locations(s) at which local value addition is made as per attached format.**

Experience Criteria:

The bidder should meet the following minimum qualifying Criteria:

- (i) The bidder should be manufacturer of the **main** equipment/system of Automatic Weather Station (AWS) i.e. **Data Logger of required capacity/configuration.**

OR

Authorized dealer of a manufacturer of the **main** equipment/system of AWS i.e. Data Logger, can participate on behalf of their manufacturer in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "**Authorized Dealership certificate**" from the manufacturer.

- (ii) In case dealer is participating in a tender on behalf of one manufacturer he is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected.
- (iii) A valid ISO certification of manufacturer for manufacturing the main component of AWS i.e. *Data Logger* should be submitted with the bid.
- (iv) Bidder should have supplied at least 02 similar equipment/system (i.e. **Automatic Weather Station**) of same capacity or higher in previous 07 years ending last day of month previous to one in which applications are invited.
- (v) The bidder has to submit the authenticated copies of supply orders for the type/make/model of offered equipment alongwith the corresponding satisfactory performance for at least one year from the date of commissioning issued by the purchaser/owner of the equipment.

Financial Criteria:

- a. **Turnover** : The average annual financial Turnover of 'The bidder during the last three years, ending on 31.03.2021 should be at least ₹ 10 lakh as per the Annual Report (Audited Balance Sheet and Profit & Loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

- b. **Working Capital** : The working capital (current assets minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e. Estimated cost of Work*3/Supply period = 28.13 Lakh.
- c. **Net Worth** : The net worth of the bidder firm (manufacturer or principal or authorised representative) (i) should not be negative on 31st March of the previous financial year and also (ii) if it is less than the paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending of the 31st March of the previous financial year.
- d. Bidder shall submit the copy of Annual Report/ Standalone audited Annual Financial Statement containing Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant Schedules/annexures etc. of last three years.
- e. In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover Net Worth (calculated as per laid down criteria) duly certified by the Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Application along with the copy of appointment letter of the statutory auditor.
- f. Wherever, the Annual Report/ duly notarised copies of audited Printed Annual Financial Statement are in language other than English, then copy of duly translated & Printed into English language and certified by approved/recognised English translator shall be submitted with the Application.
- g. The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended from time to time) have been started shall not be eligible for bidding.

(To be submitted by the vendor/firm on its official letter head)

Self-Certificate for Local Content

We hereby certify that the items quoted by us against tender no. _____ has the local content as mentioned hereunder:

Local Content (in %):.....

Local Supplier Class:.....

The details of the Make in India items/parts used in the quoted products is/are as under:

- 1.
- 2.
- 3.
- 4.
- 5.

The details of the location(s) at which the local value addition made/manufactured is/are as under:

- 1.
- 2.
- 3.
- 4.
- 5.

We also understand that false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature:

Name:

Designation:

Seal Of the Firm/Organization:

Special Conditions of Contract (SCC)

These special conditions of contract shall be read and construed along with the General terms and conditions (GTC on GeM 3.0 (Version 1.10) and in case of any conflict or inconsistency, between special conditions of contract and GTC provisions of these Special Conditions contained herein shall prevail.

1. The Technical Specifications mentioned in the document are minimum technical Specifications to be met by Manufacturer/ Suppliers and higher/better specifications are acceptable.
2. Prices shall be Firm and final. The quoted prices shall be inclusive of all taxes , levies, transportation, loading/unloading charges etc. for supply of equipment & materials required for the above supply, installation, testing & commissioning of AWS with telemetry complete in all respect at Project Site at Drabshalla, Kishtwar, J&K as per Technical Specifications (TS) and Special Conditions of Contract (SCC).
3. **Engineer-In-Charge:** General Manager (Civil), Power House or his authorised representative.
4. **Payment Terms:**
 - a. 80% payment against supply item (BoQ Item-1) shall be released after supply, verification and inspection of equipment/material at Ratle H Project, District Kishtwar, UT of J&K and upon production of all original documents/invoice/challan.
 - b. Balance 20% payment against supply item (BoQ Item-1) and 100% payment against BoQ Item-2 shall be released after Installation

Testing & Commissioning of AWS with Telemetry.

- c. Payment against BoQ Item-3 & 4 shall be released on yearly basis within one month of the start of the period of Comprehensive onsite warranty / comprehensive AMC.
5. **Delivery Schedule:** The entire scope of work as defined in Technical Specifications Cl.No. 1 shall be completed within **45 days** from the date of issue of Supply Order.
6. Supplier shall submit Performance bank guarantee (in format provided on GeM) for amount equal to three percent (**3%**) of the Award Value valid for 12 months beyond the date of completion of all contractual obligations, and submit Demand Draft of same value in favour of Ratle Hydroelectric Power Corporation Limited payable at Kishtwar, within a period of 14 days from the date of issue of Supply Order.
7. **Inspection:** Inspection of material shall be carried out by authorised representatives of Ratle HEP at the premises of the Firm before the dispatch of material and/or at the time of delivery of material at Project Store.
8. **Warranty :**
 - a. Onsite Comprehensive Warranty for Two years followed by Comprehensive Annual maintenance contract (CAMC) for next Five years for the Product starting from the date of commissioning shall be provided by bidder/manufacturer/supplier. Its scope shall also cover one regular inspection/ preventive maintenance visit by Technical team of supplier/manufacturer and supply of any damaged part/spares/tools etc. required for repair/maintenance of equipment with no additional cost payable by owner. The Onsite Comprehensive Warranty shall cover the manufacturing defects.
 - b. Response time to attend/investigate the complaint during warranty shall be less than 48 hours. Time duration for repairing/replacement of damaged parts shall be limited to 12-15 days from date of registering Complaint.
9. **Customer Care:** The supplier shall provide dedicated contact number and online mechanism for attending to user queries during routine operations/troubleshooting for all supplied items/equipment.
10. Bidder/Supplier shall provide Certificate of Technical Specifications of the main components of AWS including data logger/sensors & Current Meter along with details of Make/Brand & Model of the components at the time of bidding for ensuring full Compliance to the Required Technical Specifications. Above Technical Details corresponding to each Make/Model shall also be available online on Company website for verification by Owner.
11. Bidder/Supplier shall provide Calibration Certificate for the Data Logger as required from national/international Accredited Labs/ Authorised Agencies like NABL/ILAC/WMO/IMD at the time of Supply/Installation.
12. The bidder/supplier/manufacturer shall ensure support for AWS datalogger GPRS/VSAT modem, sensors and spares availability for 10 years from date of purchase.
13. The licence for remote monitoring software shall be subscription based and the quoted cost shall include the cost of 2-year subscription for the licence.

14. The firm shall provide presentation and demonstration of the complete AW system including sensors, Datalogger, Communication equipment (GPRS/VSAT).
15. Onsite Training shall be provided by representatives of Manufacturer/Supplier for running, troubleshooting, repair, routine maintenance of the equipment. The Numbers of mandays for on site training shall be **minimum 2 mandays**. Two hard copies along with soft copy of the Manual for above purpose shall also be provided at the time of installation.

16. SETTLEMENT OF DISPUTES

Amicable Settlement

- a) If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action or inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.
- b) Any dispute, in respect of which the Employer and the Contractor have failed to reach at an amicable settlement pursuant to Clause 16 a) above, Hon'ble District Court Kishtwar shall be the Court of competent jurisdiction.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. 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.

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

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desired and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

6. **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.

7. **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 Seller's obligations there under.

8. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

9. **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.

10. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of RATLE HYDROELECTRIC POWER CORPORATION LIMITED payable at KISHTWAR.

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**

Bidders can also submit the EMD with Banker's Cheque in favour of RATLE HYDROELECTRIC POWER CORPORATION LIMITED payable at KISHTWAR.

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.

13. 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 RATLE HYDROELECTRIC POWER CORPORATION LIMITED payable at KISHTWAR. 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.

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 specification 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.

[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 share 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---