



Bid Number: GEM/2021/B/1710219

Dated: 30-11-2021

Bid Document

Bid Details			
21-12-2021 18:00:00			
21-12-2021 18:30:00			
90 (Days)			
65 (Days)			
Ministry Of Micro Small And Medium Enterprises			
Na			
Development Commissioner (micro Small & Medium Enterprises)			
All Over India			
1			
Coating Thickness Gauge (Q3) ()			
Yes			
Yes			
Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate, 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 I the buyer			
Yes			
H1-Highest Priced Bid Elimination			
5 Days			
Total value wise evaluation			

EMD Detail

Required	ll No
required	

ePBG Detail

Required	l No
i required	

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes

MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.
- 4. 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 OUANTITY.
- 5. 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.
- 6. 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

Coating Thickness Gauge (1 pieces)

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)	
Generic	Area of measurement (min) (micrometer)	10 X 10	
	Base Material Identification	Automatic	
	Zero Setting	Yes	
	Display Type	Black & White display, Coloured display	
Measurement Surface		Both	
	Statistics	Single and block value, Selectable block size	
	Base Material	Ferrous, Non-Ferrous, Both	
	Features	Accurate Results, Durable, Easy to use, Non Toxic	
	Data Memory	Up to 1,00,000 readings, Up to 200 readings	
	Limit value warnings	Optical signal if limit exceeded, Acoustic signal if limit exceeded, Optical and acoustic signal if limit value is exceeded, NA	
	Gauge Type	Fixed Probe type, Detachable type	
Set offset value		Yes	
	Usage	Industrial, Commercial	
	Calibration	Yes	
	Data Output	USB	
	Measuring principle	Eddy Current & Magnetic Induction method	
	Protection Class	IP 52, NA	
	Limit values	Freely selectable	
Performance	Resolution	0.1	
Parameters	Measuring Range	0.2, 1.5, 3.5, 10	
	Accuracy ()	0.7	
Warranty/Service	Warranty	1, 2	
Certifications and	Certification of product	Quality Test, Accuracy Test	
Standards	ISO 9001 latest Certification of Manufacturer	Yes, No Or higher	

Specification	Specification Name	Bid Requirement (Allowed Values)	
Test Reports	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes	
	Availability Of Test Report From Central Govt/Nabl/llac Accredited Lab To Prove Conformity To Specification	No	

Additional Specification Parameters - Coating Thickness Gauge (1 pieces)

dditional Specification Parameters - Coating Thickness Gauge (1 pieces)		
Specification Parameter Name	Bid Requirement (Allowed Values)	
Measuring Range	1 μm to 1000 μm or better	
The instrument should conform to the IS 1868, IS 6012, IS 1660 and IS 101 standards with latest versions. Installation, Commissioning, Testing, Configuration all are in the scope of supply. Training should be provided by the vendor at installation site.	Comply	
1. All accessories should be provided for the smooth working of the instruments. 2. CRM with different ranges with valid calibration traceable to NPL/ NIST 3. Onsite 3 years comprehensive warranty period of the complete instrument.	Comply	
1. Vendor should provide an undertaking that desired spare and consumable (if any) will be available upto 10 years from the date of installation of instrument.	Comply	

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Vipul Vitthal Gaikwad	400072,MSME Testing Centre, Kurla Andheri Road, opposite to logitech Park Saki Naka , Mumbai 400072	1	45

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address MSME Testing Centre Ministry of Micro, Small & Medium Enterprises MSME-DI Campus, Kurla Andheri Road, Saki Naka, Mumbai-400 072 Maharashtra.

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

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.

5. 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. Cost borne by the bidder
- 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.

6. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

7. Generic

Scope of supply includes Training: Number of employees to be trained 5 , Place for Training MSME Testing Centre, Mumbai and Duration of training 15 days.

8. Generic

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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)

14. 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.

15. Service & Support

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

16. Warranty

Warranty period of the supplied products shall be 3 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.

17. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope Whole equipment with all accessories (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

18. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

19. 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 15 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

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 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.

---Thank You---