



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/4925638 Dated/दिनांक : 08-05-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2024 18:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	29-05-2024 18:30:00		
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 Heavy Industries And Public Enterprises		
Department Name/विभाग का नाम	Department Of Heavy Industry		
Organisation Name/संगठन का नाम	Cement Corporation Of India Limited (cci)		
Office Name/कार्यालय का नाम	Rajban Cement Factory		
Total Quantity/कुल मात्रा	3		
ltem Category/मद केटेगरी	Supply of Elbow for cooler tube 3024937 AS per Drg. No. M2235-31, Rev-1		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिंड से रिवर्स नीलामी सक्रिय किया	Yes		
RA Qualification Rule	H1-Highest Priced Bid Elimination		
RCM Applicable/लाग् आरसीएम	Yes		
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	2 Days		

Bio	d Details/बिङ विवरण		
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)  No			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
EMD Detail/ईएमडी विवरण			
Required/आवश्यकता	No		
ePBG Detail/ईपीबीजी विवरण			
Required/आवश्यकता	No		
Splitting/विभाजन			
Bid splitting not applied/बोली विभाजन लागू नहीं किय	ग गया.		
MII Purchase Preference/एमआईआई खरीद वरीयत	त ।		
MII Purchase Preference/एमआईआई खरीद वरीयता	No		
MSE Purchase Preference/एमएसई खरीद वरीयता			

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. 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.

## Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

- 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

## Supply Of Elbow For Cooler Tube 3024937 AS Per Drg. No. M2235-31, Rev-1 ( 3 the number pi )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	
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## Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicabl e/लाग् आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पि क रिवर्स प्रभार
NA	NA	Yes	18%	NA	NA	No

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1 Reelesh kumar Tripathi		173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	3	56

## **Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Supply of Elbow for cooler tube 3024937 AS per Drg.No.M2235-31, Rev-1 Material : M.S As per IS : 2062 Make of MS Plate to be used :SAIL/TATA/JINDAL	Supply of Elbow for cooler tube 3024937 AS per Drg.No.M2235-31, Rev-1 Material : M.S As per IS : 2062 Make of MS Plate to be used :SAIL/TATA/JINDAL	Supply Of Elbow For Cooler Tube 3024937 AS Per Drg. No. M2235- 31, Rev-1(3)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Offer is invited for the following as per details given below: -

Tender No.	Description of item	quantity
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RCF/MM/19(24)	Supply of Elbow for cooler t ube 3024937 AS per Drg.No.M2235-31, R ev-1 Material : M.S	03 Nos
	As per IS: 2062  Make of MS Plate to b e used:SAIL/TATA/JIN DAL	

## **Special Terms & Conditions Part - III:**

- **01 Confirm** if prices are as applicable to Govt. Public Sectors.
- **02.** Prices shall be firm till completion of contract.
- **03.** Normally no price negotiation will be conducted. Tenderers are advised to quote minimum rates on minimum rates basis in their offer.
- **04. Prices:** The prices shall be including of packing and forwarding charges, fr eight, inspection charges and any other levies/ charges etc and applicable GST extra. Necessary documents will have to be submitted by you for availing ITC on GST.
- **05. PAYMENT TERMS: 1**00% payment within 30 days from the date of receipt & acceptance of materials at our site after adjustment of recoveries due, if any as per CCI's assessment and L.D clause.
- **06.** Please indicate your GST No. In absence of this information your firm will be treated as an unregistere d firm and your prices will be loaded accordingly.
- **07.** Our Corporation reserves the right to cancel or accept or reject any offer or tender in part or full witho ut giving any reason or justification.
- 08. The bidders do not have any claim on the award of work order / supply order.

- **09.** Individual offer should be given for each enquiry. Clubbing of offers against more than one enquiry is not allowed. Such offers will be rejected out-rightly.
- 10. DELIVERY PERIOD: Delivery of material within 04-08 weeks after placement of order.
- **11. DELAYED DELIVERY CLAUSE:** In case of any delay in the delivery (a) You will be charged with the Li quidated Damages @ 0.5% of the value of the un-delivered portion per fortnight or part thereof, maximum up to 5% of order value on landed cost basis. (b) Also we may resort to risk purchase as per clause 9 given below.
- **12. RISK PURCHASE CLAUSE:** In the event of delay in supplies or failure to supply of material, CCI will h ave the rights to purchase the materials at the Risk and cost of supplier.
- 13. JURISDICTION: Paonta Sahib, Distt. Sirmour (HP) Civil Courts.
- **14. GUARANTEE & WARRANTY:** The material offered against this tender has to be guaranteed for satis factory working for a period of 18 months from the date of supply. The supplier shall warranty to replace/r ectify or repair free of cost at the factory site, the component or part of the items proved to have become unserviceable out of any of the above defects to materials with a period of 12 months from the date of use of materials or 18 months from the date of dispatch, whichever is earlier.
- **15.** Repeat Order can be placed for same quantity within 12 months from the date of order or Receipt of m aterial whichever is later.
- 16.MTC certificate is also provide by the bidder along with supply of material. If, applicable.

Signature of tenderer

Contact person (Cement Corporation of India):

1. HOD(Mech)

CCI, Rajban Cement Factory,

+M:7827989585

2.Sr. Manager (MM)

CCI, Rajban Cement Factory,,

M:7827989577

## **ANNEXURE - 9**

Date.:....

# DECLARATION LETTER OF HAVING READ AND UNDERSTOOD THE GTCTO BE UPLOADED DULLY FILLED, SIGNED AND STAMPED

Ref. No. of bidder: .....

We/I have read the Part – I (Instructions to tenderers), Part- II (General Terms & Conditions) Available on tender portal of www.cci.ltd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical Specifications) of NIT No
We/I also confirm that no tampering is done with original tender documents. We understand that any tampering of tender documents will lead to rejection of our bid/ Action for disqualification in participation of Tenders in CCI.
We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking a nd Local Bodies. We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken again st us/me by the Corporation for damages. We are/I am duly authorized/empowe red to sign all the tender documents.
We/I also understand that in case of any wrong / mal practice / deviation / breach of contract is done by us / me, action for debarring can be taken against us / me by way of show cause notice, and appropriate action considering reply / no reply by us / me.
Yours fait hfully,
Signature of Tenderer:

Name of the Signatory:	
Designation:	 
Seal of the Company /Firm: _	

## Disclaimer/अस्वीकरण

3. Buyer Added Bid Specific ATC

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.

Buyer uploaded ATC document Click here to view the file.

- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, 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.

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---

