

दिनांक /Dated: 04-09-2025





## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time 19-09-2025 11:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-09-2025 11:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Odisha	
विभाग का नाम/Department Name	Energy Department Odisha	
संगठन का नाम/Organisation Name	Odisha Power Generation Corporation Limited	
कार्यालय का नाम/Office Name	Opgc Banharpali	
कुल मात्रा/Total Quantity	50	
वस्तु श्रेणी /Item Category	High End Laptop - Notebook (Q2)	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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 by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?  Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)		
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension		

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वितीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

## ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	85000

### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

## लाभार्थी /Beneficiary :

Company

IB Thermal Power Station Odisha Power Generation Corporation Banharpali Jharsuguda-768234 (Odisha Power Generation Corporation Limited)

## विभाजन/Splitting

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

- 1. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
- 2. 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

## एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Price Bid Format - 1756904161.xlsx

## **High End Laptop - Notebook (50 pieces)**

Bis Required	Yes
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## तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement
144(*1/Specification	Name	(Allowed Values)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
Construction	Description of Stores	Laptop with on site 1 year OEM warranty, BIOS Password, 1- inbuilt RJ45 Gigabit Ethernet Port (1-RJ 45 adapter in case not inbuilt), minimum 2 number of USB Type A 3.0 Ports (1- Type C to Type A compatible adapter in case only 1 USB Type A 3.0 port is provided, minimum 1 Type C USB 3.0 Port, 1- HDMI Port, Wi-Fi 5 (802.11ac) or higher, Bluetooth 5.0 or higher, DC Adapter Jack, Built-in Stereo Speakers with high definition audio support, built-in microphone, Keyboard with touchpad, Minimum Li-ion battery Capacity -36 Watt Hour with minimum 8 hour battery backup and integrated webcam	
Processor	Base Processor Number	For Higher Processor Or higher	
	Higher Processor Number	Intel Core i7-1355U, Intel Core i7-1365U, Intel Core 7 150U, Intel Core Ultra 7 155U, Intel Core Ultra 5 125U, Intel Core Ultra 7 165U, Intel Core i7-1280P, Intel Core Ultra 5 125H, Intel Core i7-12650H, Intel Core Ultra 5 135H, Intel Core i7-13620H, Intel Core Ultra 7 155H, Intel Core Ultra 7 165H, Intel Core i7-13700H, Intel Core i9-12900H, Intel Core Ultra 9 185H, Intel Core i7- 13650HX, Intel Core i7-13700HX, Intel Core i7- 14650HX Or higher	
Operating System	Operating System (Factory Pre-Loaded)	Window 11 Professional	
Memory	RAM Size (GB)	16, 32 Or higher	
Display	Display Size (in cm) - Diagonal	35.56 to 38.07 (14 In to 14.99 In)	
	Minimum Display Resolution (Pixels)	FHD- 1920x1080	
Storage	Capacity of Storage Drive (in GB)	1024	

## Additional Specification Parameters - High End Laptop - Notebook ( 50 pieces )

Specification Parameter Name	eter Bid Requirement (Allowed Values)	
Laptop Specifications	Intel Core i7 processor, 13th Generation or higher, Memory- 16 GB, 512 GB SSD, (14") diagonal, FHD (1920 x 1080), IPS, anti-glare, UHD, Color- Silver / Black, Dual stereo speakers, dual array microphones / Fingerprint sensor / Premium, spill-resistant, backlit keyboard., Camera- IR camera, Connectivity and Communications- 10/100/1000 GbE NIC / Wi-Fi and Bluetooth wireless card supporting gigabit data rate), Operating System- Windows 11 Pro (Preinstalled)	
Accessories	Good quality professional OEM bag, Wireless mouse of same OEM and good quality mouse pad.	
Warranty	OEM warranty 3 years onsite	

\* Bidders offering must also comply with the additional specification parameters mentioned above.

# परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ashis Mohapatra	768234,BANHARPALI	50	30

## **Buyback Detail**

Item Name	Laptops
Item Description	Lenovo Thinkpad
Serial No.	Refer ATC
Model	Refer ATC
Brand	LENOVO
Year of Manufacturing	2009
Purchase On	2015-09-01
Age	
Size	
Rating	
Quantity	23
Unit	No
Remark	For buyback laptop details refer ANNEXURE-VIII of the ATC.
Uploaded Image	View Uploaded Image

## अस्वीकरण/Disclaimer

The vendor will be responsible for the un-installation of Buyback items.

Special terms and conditions-Version:5 effective from 28-07-2025 for category High End Laptop - Notebook

1.		_
	For Buyers	

The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (Melt) vide letter no. W-43/4/2020-IPHW dated 19th August 2024, and is based on the parameters defined therein. The specification applicable to this category are as per the Melt'Y Model Technical Specification dated 19th August 2024. Accordingly, buyers shall not specify or mandate any particular processor, processor brand, or manufacturer in the Additional Terms and Conditions (ATC). In this context, reference may also be made to Clause 2(e) of the GeM General Terms and Conditions (GTC), which inter alia states: "The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers white offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification." In view of the above, buyers are not permitted to amend or modify any technical specification through the Additional Terms and Conditions, and must ensure full compliance with the predefined category specifications.  A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.  1. There is no requirement that the OEM of the Laptop should be a device partner status, and those not holding device partner status may source from authorized distributors, e.e., ingram/Reddington and their authorized channel partners.  3. Buyers may be sourced directly from Microsoft shall not be made a mandatory requirement in bids.  4. If supplies are made as per brands of OEM		
A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the buyer/consignee should be able to perform through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.  1. There is no requirement that the OEM of the Laptop should be a device partner of Microsoft or hold a valid authorisation from Microsoft 2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.  3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.  4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.  5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.  6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.  7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partners and source OS from distributors' networks, they may verify the Serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.  8. In case the product offered is with a DOS or Linux operating system, such verification of OS		issued by the Ministry of Electronics and Information Technology (MeitY) vide letter no. W-43/4/2020-IPHW dated 19th August 2024, and is based on the parameters defined therein. The specifications applicable to this category are as per the MeitY Model Technical Specification dated 19th August 2024. Accordingly, buyers shall not specify or mandate any particular processor, processor brand, or manufacturer in the Additional Terms and Conditions (ATC). In this context, reference may also be made to Clause 2(e) of the GeM General Terms and Conditions (GTC), which inter alia states: "The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification." In view of the above, buyers are not permitted to amend or modify any technical specification through the Additional Terms and Conditions, and must ensure full
of Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.  3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.  4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.  5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.  6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.  7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Laptop OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.  8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.  9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system to ensure the supply hardware is compatible with Windows operating system to ensure the supply hardware is compatible with Windows operating system.  Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may no	Product Verification	which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to
Requirement of OEM logo  Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.  Intel and AMD Processors are added as per Model Technical Specification of Laptop - Notebook issued by Ministry of Electronics and Information Technology (MeitY-IPHW	Operating System	of Microsoft or hold a valid authorisation from Microsoft  2. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.  3. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.  4. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.  5. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.  6. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.  7. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the Laptop OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.  8. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.  9. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows
OEM logo the motherboard is restrictive and may not be incorporated into the bids.  Intel and AMD Processors are added as per Model Technical Specification of Laptop - Processors Notebook issued by Ministry of Electronics and Information Technology (MeitY-IPHW	Storage Retention	(HDDs) or Solid-State Drives (SSDs) used in the Laptop-Notebook under ATC clause.
Processors Notebook issued by Ministry of Electronics and Information Technology (MeitY-IPHW	1 .	
DIVISION) W-43/4/2020 dated 19 Aug 2024	Processors	

Warranty	<ol> <li>The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate.</li> <li>The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</li> </ol>					
	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.					
Check points during Acceptance of	Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:					
Supplies	<ul> <li>i. Packing should be checked properly</li> <li>ii. A warranty certificate from the OEM should be insisted upon and checked.</li> <li>iii. Instruction manuals and the OS installed should be checked.</li> <li>iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems.</li> <li>v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.</li> </ul>					
Battery Backup	Buyer may check/validate battery backup time with appropriate benchmark.					
For Sellers						
	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.					
Changing or altering the configuration	Seller must refrain from changing or altering the configuration of the factory pre- loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.					
Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.					
	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.					
Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.					

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 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. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 6 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 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. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 6. Forms of EMD and PBG

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

Odisha Power Generation Corporation Limited payable at

State Bank of India (Code No.SBIN0009510), Ib Thermal Power Station, Banharpali, Jharsuguda.768234

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.

### 7. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Odisha Power Generation Corporation Limited payable at

State Bank of India (Code No.SBIN0009510), Ib Thermal Power Station, Banharpali, Jharsuguda.768234

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.

#### 8. Forms of EMD and PBG

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

Odisha Power Generation Corporation Limited

Account No.

10765789090

IFSC Code

SBIN0009510

Bank Name

State Bank of India

Branch address

IB Thermal Complex, Jharsuguda

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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.

#### 9. 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

Odisha Power Generation Corporation Limited

payable at

State Bank of India, Ib Thermal Power Station, Banharpali, Jharsuguda

. 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.

### 10. 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

Odisha Power Generation Corporation Limited

Account No.

10765789090

IFSC Code

SBIN0009510

Bank Name

State Bank of India

Branch address

Ib Thermal Complex, Jharsuguda

. 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.

#### 11. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

#### 12. 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.

## 13. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

### 14. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

- 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC									
S · n o	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyba ck item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C- D})		
1	100	28	28	20	8	1.6	108		
2	100	9	9	20	8	1.6	89		
3	110	10	11	24	8	1.92	97		

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
  - 1. Consignee wise
  - 2. Item Description
  - 3. Serial Number
  - 4. Model
  - 5. Brand
  - 6. Year of manufacturing
  - 7. Purchased on
  - 8. Age
  - 9. Size, Rating, Designation
  - 10. Quantity
  - 11. Min price (Optional)
  - 12. Unit
  - 13. Working Guidelines (/Functional/Non-Functional)
  - 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be

entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

## 15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## 16. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 17. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

### 18. 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.

## 19. Purchase Preference (State)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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 / State of Bid inviting authority. 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+ 10 % 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 25 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.

## 20. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

# अस्वीकरण/Disclaimer

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 <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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

- Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of 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

---धन्यवाद/Thank You---