



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5695745
Dated/दिनांक : 31-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-01-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Centre For Development Of Telematics (c-dot)
Office Name/कार्यालय का नाम	Bangalore
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Spectrum Analyzers and Vector Network Analyzers (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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	Experience Criteria,Bidder Turnover,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	240000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Manager - Finance

Bangalore, Department of Telecommunications (DOT), Centre for Development of Telematics (C-DOT), Ministry of Communications

(Shaik Fayaz Ahammad)

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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" subject to 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. 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.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. Purchase preference will be given to MSEs 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. 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+ 15% (Selected by Buyer) 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% (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. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

10-01-2025 11:00:00

Centre for Development of Telematics - C-DOT
Phase-I, Electronic City,
Hosur Road, Bangalore -560100**Spectrum Analyzers And Vector Network Analyzers (2 pieces)****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)****Technical Specifications/तकनीकी विशिष्टियाँ*** जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
FEATURES	Description of the itemuu	Spectrum analyzers, Two port vector network analyzers(with spectrum analyser), Two port vector network analyzers (without spectrum analyser), Four Port Vector Network Analyzer (with spectrum Analyzer), Four Port Vector Network Analyzer (without Spectrum Analyzer), Six-Ports Vector Network Analyzer, Ten-Ports Vector Network Analyzer, Spectrum Analyzer 2 Ports, Spectrum Analyzer 4 Ports, Spectrum Analyzer 6 Ports, Spectrum Analyzer 12 Ports, Spectrum Analyzer 24 Ports, One Port VNA (with SPA), One Port VNA (without SPA), Spectrum Analyzer with built in Analog Signal Generator, Spectrum Analyzer with Built in Vector Signal Generator, Spectrum Analyzer with built in Analog & Vector Signal Generator, Spectrum Analyzer 2Ports, Spectrum Analyzer 4Ports, Spectrum Analyzer 6Ports, , Spectrum Analyzer 24Ports , Two Port VNA (with SPA), One Port VNA (with SPA), Two Port VNA (without SPA), One Port VNA (without SPA), Spectrum Analyser with built in Analog Signal Generator, Spectrum Analyser with Built in Vector Signal Generator, Spectrum Analyser with built in Analog & Vector Signal Generator

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SPECTRUM ANALYZER FEATURES	Frequency Range	9 kHz to 3 GHz, 9 kHz to 7 GHz, 9 kHz to 13 GHz, 100 kHz to 18 GHz, 9 kHz to 26.5 GHz, 9 kHz to 40 GHz, 9 kHz to 6 GHz, NA, 100 KHz to 4 GHz, 100 KHz to 6 GHz, 100 KHz to 9 GHz, 100 KHz to 14 GHz, 100 KHz to 18 GHz, 100 KHz to 26.5 GHz, 9 KHz to 32 GHz, 9 KHz to 44 GHz, 9 KHz to 50 GHz, 10 Hz to 3 GHz, 10 Hz to 7 GHz, 10 Hz to 13 GHz, 10 Hz to 26.5 GHz, 10 Hz to 32 GHz, 10 Hz to 44 GHz, 10 Hz to 50 GHz, 50 hz to 26.5 GHz, 50 hz to 13 GHz, 50 Hz to 6 GHz, 6GHz to 160GHz, 6GHz to 145 GHz, 6GHz to 110 GHz, 6GHz to 90 GHz, 6GHz to 70 GHz, 6GHz to 50 GHz, 6GHz to 44 GHz, 6GHz to 32 GHz, 9KHz-160GHz, 9KHz-145GHz, 9KHz-110GHz, 9KHz-90GHz, 9KHz-70GHz, 9KHz-54GHz(tuneable to 0Hz), 9KHz to 50 GHz (tuneable to 0Hz), 9KHz-44GHz (tuneable to 0Hz), 9KHz - 40GHz (tuneable to 0Hz), 9kHz-32GHz (tuneable to 0Hz), 9kHz-20GHz (tuneable to 0Hz), 9KHz - 15GHz (tuneable to 0Hz), 9KHz-13GHz (tuneable to 0Hz), 9KHz-9GHz (tuneable to 0Hz), 9KHz to 6GHz (tuneable to 0Hz), 9KHz-4GHz (tuneable to 0Hz), 9KHz to 1.5GHz (tuneable to 0Hz), 9KHz-3GHz (tuneable to 0Hz), 9KHz-3.5GHz (tuneable to 0Hz), 9KHz to 1.6GHz (tuneable to 0Hz), 5.925GHz to 12GHz, 17GHz to 24.3GHz, 24GHz to 40GHz, 10GHz to 18GHz, 24GHz to 43GHz, 0.3Ghz to 3Ghz, 2Ghz to 8Ghz, 5.925Ghz to 12Ghz, 10Ghz to 18Ghz 17Ghz to 24.3Ghz, 24Ghz to 40Ghz, 24Ghz to 43Ghz, 56Ghz to 71Ghz, 70Ghz to 87Ghz, 5.925 - 20.000 GHz
	Frequency Span	10 Hz to 6GHz
OPERATING CONDITIONS	Operating Temperature	-10 to 55 degree C & 80% RH @ 40 degree C
	Operating Humidity	80% RH @ 40 degree C
POWER REQUIREMENT	Power requirement	230 +- 10 VAC, 50Hz, Rechargeable battery
WARRANTY	Warranty	3, 4, 5 Or higher (year)

Comprehensive Maintenance	
Warranty of required product	3 Year
Comprehensive Maintenance Duration (Post Warranty)	3 Year
ITC Available On GST	100%

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Additional Specification Parameters - Spectrum Analyzers And Vector Network Analyzers (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Frequency Range, Resolution and Analysis Bandwidth	FR1 (upto 7.5GHz or better) with Frequency counter resolution 1Hz. Analysis Bandwidth should be minimum 100MHz
Power Measurement Functions:	ACLR, Occupied Bandwidth, Spurious Emission Mask, Burst Power Measurement (Single and Multiple), RF signal power vs time. DANL (Displayed average noise level) should be minimum -110 dBm or better.
Required Features:	1) Spectrum Analysis 2) LTE TDD as per Release 16 or above 3) LTE FDD as per Release 16 or above 4) 5G NR as per Release 16 or above 5) Outdoor Mapping (Antenna to be included)
Demodulation Measurements & OTA parameters & MIMO Analysis:	Channel power, EVM, Markers, Constellation, RMS EVM, Carrier frequency, pk EVM, modulation measurements and a summary display. Physical Cell ID, Sector ID, Cell Group, Frequency Error, MIMO Time Alignment Error. Single port analyzer capable of analyzing up to min 4 ports
General Requirements:	1) External Reference I/O: 10MHz, BNC or SMA, 50 Ohms 2) Require In-built Pre-Amplifier 3) Equipment should have standard EMI/EMC compliance 4) At least follow one of the following GNSS Standard Location services: GPS, GLONASS, Galileo, NavIC, IRNSS with antenna. 5) Soft carry case must be provided. 6) Interfaces: Ntype, Ethernet and USB 7) Battery Backup (min 2hrs) is required.

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

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
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	N Padmavathi	560100,C-DOT, Electronic city, Phase-1	2	60

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. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Centre for Development of Telematics - C-DOT
Phase-I
Electronic City
Hosur Road
Bangalore -560100
.

3. **Generic**

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

4. **Generic**

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

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

C-DOT
payable at
Bangalore
.

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

C-DOT
payable at
Bangalore
.

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

Centre for Development of Telematics - C-DOT
Account No.
3006101000617
IFSC Code
CNRB0003006
Bank Name
CANARA BANK

Branch address
ELECTRONIC CITY, BRANCH, BANGALORE -560100

. Bidder to indicate bid number and name of bidding 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 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

C-DOT
payable at
Bangalore

. 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

Centre for Development of Telematics - C-DOT
Account No.
3006101000617
IFSC Code
CNRB0003006
Bank Name
CANARA BANK
Branch address
ELECTRONIC CITY, BRANCH, BANGALORE -560100

. 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) : Supply Installation Testing and Commissioning of Goods

12. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 3 years for the offered products at the rate not more than 8 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

to include Maintenance, Technical support and spares replacement.
(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

13. **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.

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. 'Compliance' – Supplier shall provide compliance to all the points in the specification sheet including General, Technical specifications & Terms and conditions'
2. The quote to be submitted as per the specification and quantity.
3. Any Technical/Commercial queries to be sent to the following email id only tender@cdot.in.
4. Bids without EMD shall be rejected outright. However, in accordance with GeM General Terms & Conditions, EMD may be exempted on production of relevant certificate or proof. All General Terms & conditions (GTC) listed in GeM can be taken as applicable.
5. Supplier should submit PBG within 30 days of the acceptance of the Purchase order. Extension time for submission will be given on the proper justification from bidder for not submitting PBG on time. However, a penal interest of 15% per annum will be charged for delay from the 31st day of the acceptance of order. The penal interest will be deducted from the first payment. If the extension time is not approved by the competent authority or the bidder fails to submit the PBG even after 30 days, the buyer has the right to cancel the order. Any payment will not be made to the bidder till the required PBG is submitted. The bidder shall not withdraw or dishonor the purchase order placed, under any circumstances. It shall be the duty of the bidder to complete supply as per the PO placed without any defect and within the mentioned timeframe. Failure to adhere to the terms and conditions of the Tender and Bid specific ATC shall lead to forfeiture of the PBG and further legal action shall be initiated before the appropriate forum.
6. Copy of the latest GST return filed to be enclosed.
7. Format of Declaration Under Rule 144(XI) in General Financial Rules (GFR), 2017. Local Content (LC) & Performance Bank Guarantee (PBG enclosed in the ATC attachment.
8. EMD/PBG:
To be provided as per the bank details for the amount specified with SFMS copy to C-DOT Canara Bank Account instead of SBI as per the following details
Name: Centre for Development Of Telematics
Account No: 3006101000617
IFSC Code: CNRB0003006
Branch Name: Electronic City Branch, Bangalore 560 100
NOTE: PLEASE DO NOT USE SBI OR ANY OTHER BANK [AS MENTIONED IN GEM FORMAT], IT SHOULD BE ONLY TO OUR CANARA BANK, OTHER BANK WILL NOT BE ACCEPTED BY C-DOT.
9. Payment Terms: Payment shall made within 30days from date of receipt and acceptance of the material. " No interest for late payments will be made to the bidder'

15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 [attached categories](#), 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.

Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1
CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
CMC charges for 4th year after warranty period - Percentage to be indicated- A4
CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

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.

[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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

