

Bid Document

Bid Details	
Bid End Date/Time	07-10-2022 17:00:00
Bid Opening Date/Time	07-10-2022 17:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Financial Services
Organisation Name	Canara Bank
Office Name	Department Of Information Technology
Total Quantity	1254
Item Category	Tablet Computers (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)	1000 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),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
Past Performance	50 %
Bid to RA enabled	No
Comprehensive Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00

EMD Amount	349853
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ePBG Detail

Advisory Bank	PUNJAB NATIONAL BANK
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	36

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

Beneficiary:

Deputy General Manager
Department Of Information Technology, Department of Financial Services, Canara Bank, Ministry of Finance
(S K L Das)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. 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. 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 above 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above

in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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 / Public Listed Company. 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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-09-2022 16:00:00	Prospective bidders can send the participant mail ids for prebid meeting to dittenders@canarabank.com for getting invitation link and the meeting will be conducted through Microsoft Teams/Video Conference. For any queries on GeM GTC, bidders have to take up with GeM representatives/helpdesk. Prebid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 19/09/2022, Monday at 5.00pm. Queries reaching afterwards will not be entertained.

Tablet Computers (1254 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Display	Display Size (Minimum) (Inch)	8, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 7.9, 9.7, 12.9, 10.2 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
	Display Resolution (Pixels)	1920 x 1080, 2048 x 1536, 1800 x 1200, 2560 x 1600, 2732 x 2048, 2388 x 1668, 2224 x 1668, 2160vx 1620 Or higher
	Brightness (Minimum) (Nits)	300, 305, 310, 340, 350, 390, 400, 412, 450, 500, 600 Or higher
Operating System	Operating System Details	Android 10.0 or Higher, Android 11.0 or Higher, Android 12.0 or Higher, iOS 14.0 or Higher, iOS 15.0 or Higher Or higher
Connectivity	Connectivity Type	Wifi + Cellular Or higher
	Cellular Data Support	4G / LTE, VoLTE Or higher
	GPS	Yes, No Or higher
	AGPS	Yes, No Or higher
	Number of GSM SIM Available	0, 1, 2 Or higher
	Cellular Voice Calling	Yes
Processor	Processor Speed (Minimum) (GHz)	2.0 & higher Or higher
	Processor Core (Number)	8 Or higher
Memory	RAM Size (GB)	3, 4, 8 Or higher
Storage	Internal Storage Capacity (GB)	64, 128, 256, 512, 1024 Or higher
Camera	Rear Camera (Mega Pixel)	5, 8, 12, 13 Or higher
	Front Camera (Mega Pixel)	2, 5, 7, 8 Or higher
General	Battery Capacity (minimum) (mAH)	2000 - 3000, 3001 - 4000, 4001 - 5000, 5001 - 6000, 6001 - 7000, 7001 & higher Or higher
Additional Accessories (OEM / Third Party)	OTG Cable	Yes, No Or higher
	Docking Station	Yes, No Or higher
	Compatible Carry Case	Yes Or higher
	Compatible Smart Cover	Yes, No Or higher
	Compatible Active Stylus	Yes, No Or higher
	Ear Phone	Yes, No Or higher
Other Options	Availability of Mobile Device Management (MDM) Support	No
	Mobile Device Management (MDM) License and Support (Year)	0, 1, 2, 3 Or higher
	Mobile Device Management Hosting (MDM)	Cloud Based, On Premise, NA

Specification	Specification Name	Bid Requirement (Allowed Values)
	Device Enrolment Program (DEP) License and Support (Year)	NA
Warranty	Availability of Service Centre for Warranty Obligation	State Level, District Level, None Or higher
	OEM Warranty Period for Battery (Year)	1, 2 Or higher
	OEM Warranty Period for Tablet (Year)	1, 2, 3 Or higher

Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	2 Year

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

Additional Specification Parameters - Tablet Computers (1254 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
biometric devices	Mantra bio metric devices with FRM/FIR complied RD services compatible with android
Certifications	BIS,CE/FCC,ROHS,SAR
Screen size	Minimum 8 inches or above

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Saurabh Dixit	560001,Canara Bank, TO Wing, Head Office (Annexe) No. 14 M G Road, Naveen Complex, Bangalore 560001	25	77
2	Mukesh Kumar Meena	302006,CANARA BANK CIRCLE OFFICE NO.1, ORBIT MALL AJMER ROAD CIVIL LINES, JAIPUR	29	77

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
3	Samson Ekka	132001,CANARA BANK CIRCLE OFFICE BAY SITE 17-18, SEC - 12 KARNAL	51	77
4	Amitava Das	700016,CANARA BANK CIRCLE OFFICE BELLS HOUSE, 21, CAMAC STREET KOLKATA	46	77
5	Himanshu Kushwaha	380014,Canara Bank Circle Office, 3rd & 4th Floor, Neelkanth Avenue-1, B/s Gujarat Vidyapeeth, Navjeevan Press Road, Nr. Income Tax Circle, Ashram Road, Ahmedabad	29	77
6	Rathod Ramesh	500029,CANARA BANK, TM SECTION CIRCLE OFFICE, MCH No. 10-3-163 & 10-3-163/A Plot No. 85, Sy. No. 628, Beside Rail Nilayam SECUNDERABAD - 500026	55	77
7	Sujit Pragyan Paramit	751007,CANARA BANK CIRCLE OFFICE,Plot No-155(P),Mouza Jagamara,At-BHUBANESWAR,Odisha-751019	42	77
8	Wanlumlang Shabong	781022,CANARA BANK CIRCLE OFFICE GUWAHATI 1st Floor, Dee Bee GRANDE, 6 MILE, PANJABARI ROAD, Guwahati	16	77
9	Gaurav Gupta	160022,CANARA BANK CIRCLE OFFICE Plot No - 1, Sector 34-A, Chandigarh	47	77
10	Abha Kumari	800001,CANARA BANK CIRCLE OFFICE P B NO.195 LAV KUSH TOWERS, EXHIBITION RD PATNA	50	77
11	Rambothu Bheemeswara Rao	520008,CANARA BANK CIRCLE OFFICE, 54-15-4B,LAKSHMI AVENUE, 2nd FLOOR, SRINIVASA NAGAR BANK COLONY,VIJAYAWADA	55	77
12	NIKHIL THOMAS	575001,CANARA BANK CIRCLE OFFICE CANARA BANK BUILDING LIGHT HOUSE HILL, BALMATTA ROAD MANGALURU	24	77
13	Babu Mahesh Kumar Chitturi	560001,CANARA BANK CIRCLE OFFICE SPENCERS TOWERS, NO 86, M G ROAD BENGALURU	108	77

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
14	Ankit Kapoor	282002,CANARA BANK 71 NEHRU NAGAR,AGRA, M G ROAD	44	77
15	Kiran Kumar K	576104,CIRCLE OFFICE MANIPAL, HEAD OFFICE ANNEXE, UDUPI DISTRICT, KARNATAKA	30	77
16	Abhilash Sohu	580031,CANARA BANK, CIRCLE OFFICE,52A, SHANBHAG BUILDING, UNKAL CROSS, SAINGAGAR ROAD, HUBBALLI, PIN 580031	31	77
17	Fulgence Kujur	834001,CANARA BANK CIRCLE OFFICE KAUSHALYA CHAMBERS,PP COMPOUND, MAIN ROAD,GPO, RANCHI	33	77
18	Shini S H	695039,CANARA BANK CIRCLE OFFICE (ANNEX) TC 26/173,(I), M.G.ROAD, P.B. 159 SPENCER BUILDING, 5TH FLOOR, STATUE TRIVANDRUM	75	77
19	Chandhar N	600018,Canara Bank Circle Office , NO.524, ANNASALAI, CIRCLE OFFICE, 5 TH FLOOR TENEYAMPETT, CHENNAI - 600018	80	77
20	Suyash Pandey	400051,CANARA BANK CIRCLE OFFICE C-14 G Block BKC Bandra E Mumbai	61	77
21	Jeyendran R	625001,CANARA BANK CIRCLE OFFICE POST BOX NO 243, St. Marys Campus, East Veli Street, Madurai	55	77
22	Vibhu Joshi	462001,CANARA BANK CIRCLE OFFICE Paryavas Bhavan Block-3, 5TH FLOOR, Jail Road , Arera Hills, Bhopal	52	77
23	Rachita Sinha	226010,CANARA BANK CIRCLE OFFICE P B NO.14, VIPIN KHAND, GOMTI NAGAR NEAR SANGEET NATYA ACADEMY, LUCKNOW	65	77
24	Shashi Kumar	110019,CANARA BANK CIRCLE OFFICE No.38,Ansal Tower,Nehru Place, NEW DELHI	100	77
25	Puspalata Nayak	411005,CANARA BANK CIRCLE OFFICE Canara Bank Building, Fp 790 (Part), Near Mangala Theatre, Shivaji Road, Shivaji Nagar, Pune	51	77

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 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. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3. 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.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of CANARA BANK Procurement Group 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.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of CANARA BANK Procurement Group 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.

6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name CANARA BANK Procurement Group Account No. 0792201002351 IFSC Code CNRB0000792 Bank Name Canara Bank Branch address Trinity Circle Bangalore.

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.

7. 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.

8. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

9. 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 %.

10. Buyer Added Bid Specific ATC

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

11. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

12. Service & Support

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

13. Service & Support

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

14. 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.

15. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

16. 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.

17. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

18. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

19. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

20. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

21. 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 CANARA BANK Procurement Group 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.

22. 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 CANARA BANK Procurement Group Account No. 0792201002351 IFSC Code CNRB0000792 Bank Name Canara Bank Branch address Trinity Circle Bangalore. 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.

23. Generic

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

24. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

25. Generic

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

26. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.

- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

27. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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 5% 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.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---