



### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2025 11:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2025 11:30:00	
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 Power	
Department Name/विभाग का नाम	Power Grid Corporation Of India Limited	
Organisation Name/संगठन का नाम	Powergrid Teleservices Limited	
Office Name/कार्यालय का नाम	New Delhi	
क्रेता ईमेल/Buyer Email	buyer2.pcil.ble@gembuyer.in	
Total Quantity/कुल मात्रा	1	
ltem Category/मद केटेगरी	Supply & Installation of 04 Nos. of 10 TR PAC along with AMC for 5 years	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply & Installation of 04 Nos. of 10 TR Precision Air conditioning Units (PAC)	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Ductable Air Conditioner	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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?/	Νο	

Bid Details/बिड विवरण		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	
Comprehensive Maintenance Charges Required	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο	
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/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	137000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(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 शतौं 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 बिनिर्माता 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 :

#### Company

New Delhi, POWER GRID Corporation OF INDIA Limited, PowerGrid Teleservices Limited, Ministry of Power (Powergrid Teleservices Limited)

#### **Reserved for Make In India products**

Reserved for Make In India products

Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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 100% (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.

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

Price Schedule - 1739441152.xlsx

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
	POWERGRID TELESERVICES LIMITED, Powergrid Corporation of India Ltd, 6-6- 8/32,395E, Kavadiguda Main Road, Secunderabad, Hyderabad-500003	

#### Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years (1 set)

#### (Minimum 55% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Comprehensive Maintenance	
Warranty of required product 1 Year	
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

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

S.No./ सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ritu Saraswat	602105,POWER GRID CORPORATION OF INDIA LTD 400KV Substation Pennalur Sriperumbudur	1	90

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

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Information for bidders <u>View</u>	Information for bidders	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)
2	Instruction To Bidders (ITB) and Bid data Sheets (BDS) <u>View</u>	Instruction To Bidders (ITB) and Bid data Sheets (BDS)	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)
3	General Conditions Of Contract (GCC) and Special Conditions Of Contract (SCC) <u>View</u>	General Conditions Of Contract (GCC) and Special Conditions Of Contract (SCC)	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)

S.No.क्र.स	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
4	Sample forms and Procedures (including payment, insurance terms) <u>View</u>	Sample forms and Procedures (including payment, insurance terms)	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)
5	Qualifying Requirements (QR) <u>View</u>	Qualifying Requirements (QR)	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)
6	Technical Specifications <u>View</u>	Technical Specifications	Supply & Installation Of 04 Nos. Of 10 TR PAC Along With AMC For 5 Years(1)

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

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

#### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- **1. Quantity Variation:** Percentage for the quantity variation under this tender shall be limited to plus/ minus thirty (+/- 30) percent of the total contract value with individual items to vary up to any extent, d uring any time of the contract at same rate and terms & conditions. POWERGRID Teleservices Limited ( PowerTel) Amendment to the quantity variation shall be given as per requirement.
- QR: The Qualifying Requirements like MAAT, past performance criteria of bidders shall be as per POW ERGRID Teleservices Limited (PowerTel) QR uploaded as "Qualifying requirements" in "Additional Sco pe of Work". Bidders shall upload the documents as proof of compliance to the PowerTel QR.
- **3. e-RA:** e-Reverse Auction shall be conducted as per the provision and Business rules available in the G eM Portal for e-Reverse Auction-**Not applicable for this package.**
- **4. Defect Liability Period (Warranty):** The Defect Liability Period shall be for a period of 01 (one) y ear from the date of commissioning, successful testing and taking over of the material by PowerTel.
- 5. Liquidated damages Shall be as per GeM

**6. MSME criteria:** Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registra tion portal and provide a copy of Udyam Registration certificate, as documentary evidence in its bid in line with notification of Government of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1 st Jun e, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Par t II, Section3, Sub-section(ii) and GeM GTC. In case of non-submission of the above-mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE.

Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi& Village Industries Commission (KVIC)/ Khadi & Indutries Board (KVIB)/ Coir Board or Nati onal Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Me

morandum etc. may not be accepted for classification as MSE.

If a bidder is MSE (based on the documents submitted in the bid) but has not claimed for " MSE Purchase Preference" in GeM for the subject tender, MSE purchase preference shall no t be extended for that bidder in that tender.

- **7.** Only **Class-I Local suppliers** are eligible to bid. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 55%. Firms who are not Class-I local supplier shall not be eligible to bid.
- **8.** Earnest Money Deposit (EMD): The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated above.

The EMD may be submitted in the following formats,

1. Demand draft with Account Payee Demand Draft in favour of **POWERGRID Teleservices Limited** payable at Gurgaon

2. Bankers Cheque with Banker's Cheque in favour of **POWERGRID Teleservices Limited** payable at Gurgaon.

3. Bank Guarantee- Format attached in "Buyer uploaded ATC document". BG shall be valid f or 250 days from the original date of bid opening.

4. Online Payment- EMD can be submitted as online payment in **POWERGRID Teleservice s Limited** bank account as detailed below.

Name of Bank and Address	IFSC Code	POWERGRID Teleser vices Limited Curren t A/c No.
ICICI Bank, Power Grid Corporatio n Of India Ltd, Corporate Office, P lot No. 2, Sector29, Near Iffco Cho wk., Gurgaon, Haryana, 122001	ICIC0000572	777705000686

The Bid Security shall be in favour of '**POWERGRID Teleservices Limited**" payable at Gurgao n.

Bidder has to upload scanned copy / proof of the Bid Security along with bid and has to ensure deli very of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date and mailed to belo w mail lds.

- 1. pawar.ranjeet@powergrid.in
- 2. mohan@powergrid.in
- 3. sammeta@powergrid.in

Micro and Small Enterprises (MSEs) registered with UDYAM are exempted from submission of Bid Sec urity as per the Provisions of the Public Procurement Policy and GeM GTC. This shall be subject to the production of documentary evidence with regard to registration with the authorities mentioned above

Those MSE Bidder (based on the documents submitted in the bid) who have not claimed f or "EMD exemption" in GeM for the subject tender, EMD exemption benefits shall not be extended for that bidder in the subject tender as per GeM procedures/policies.

- 9. Security Deposit/Contract Performance Guarantee
  - Α.

- i. The successful bidder is required to submit a Contract Performance Guarantee (CPG) w thin twent y-eight (28) days after receipt of the Notification of Award/GeM Contract/LOI whichever is earlier, for an amount equal to 05% (five) of total Contract value (excluding CMC charges) in form of BG. The s ame shall be extended by the bidder time to time till ninety (90) days beyond the actual Defect Lia bility Period, as may be required under the Contract. Format attached in "Buyer uploaded ATC docu ment"
- ii. The Bank Guarantee for performance security is to be provided by the Contractor, which should b e issued either:
  - a. by a Public Sector Bank located in India or
  - b. a scheduled Indian Bank having paid up capital (net of any accumulated losses) ofRs.1,000 Mi llion or above (the latest annual report of the Bank should support compliance of capital adequ acy ratio requirement) or
  - c. by a foreign Bank or a subsidiary of a foreign Bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A- (A minus) or equivale nt by a reputed rating agency.

Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in Indi a or (ii) a scheduled commercial private bank located in India as per para (b) above.

Additional PBG/CPG for comprehensive maintenance charges (CMC) shall be taken at the start of CMC period at 5% on CMC amount (incl. GST) valid till ninety (90) days beyond the CMC period. The initial B G submitted after the award of contract shall be released only after the new BG for the CMC period is s ubmitted and accepted after due verification.

#### Or

в.

Security deposit amount shall be deducted at the rate of 05% from the running bill (s) till 05% of the m aximum overall Contract price has arrived. This amount shall be kept till ninety (90) days beyond the Defect Liability Period/CMC period, as may be required under the Contract including any extensions, if granted and shall be released only after completion of the contract.

The CPG/Security amount will not earn any interest, whatsoever the period retained by PowerTel.

- Technical Specifications, Testing, Preventive maintenance, CMC etc., shall be as per "Technical Sp ecification Document" attached in "Buyer Specification Document".
- 11. Payment Terms and Sample Forms shall be as per " Sample Forms and Payment Terms" attached in "Additional Scope of Work".
- 12. PowerTel Sample forms for Bank Guarantee are attached in Buyer uploaded ATC document.
- 13. The mandatory documents to be uploaded in bid by bidders
  - **a.** Scanned copy / proof of the Bid Security (EMD) by the bidders. The bidders who are exempted f rom submission of EMD shall submit documentary evidence for the same
  - **b.** Self-declaration on company Letter head to comply for **documents attached in "Addition al Scope of Work" and "Buyer Specification Document".**
  - c. Duly filled and signed "First envelop and Bid Forms" and "Checklist" attached as link in B uyer uploaded ATC document".
  - d. Safety Pact (attachment-18 in first envelop and bid forms)
  - e. Attachment-26: Declaration by the bidder for 'Code of Integrity for Public procurement'

- f. Certificate from bank as per attachment-16 in first envelop and bid forms. (Format given in 'Pa yment terms, insurance and sample forms' in "**Sample Forms and Payment Terms**" attached i n "**Additional Scope of Work"**) " need to be filled and uploaded
- g. Local Content Declaration: Bidders shall submit Self certification regarding Local Content in line with PPP-MII order and DoT Order, on a non-judicial stamp paper of Rs. 100/-. (Format given in Att achment-21 of first envelop and bid forms )
- h. Audited Balance sheets of last 5 financial years.
- i. Supporting documents (POs, TOCs and performance certificate) for compliance of technical exp erience as per PowerTel Qualifying requirements (QR).
- j. Power of Attorney
- k. Company details (Registration certificate, GST registration certificate, PAN, bank details with pro of, profile of the company, MSME if applicable, PF details etc.,)

# The above list is non-exhaustive, however bidders are requested to go through the bid doc ument and submit the requisite documents

**14.** In case of any contradiction in terms and conditions between the GeM Policy and PowerTel Bidding Document, the latter shall prevail.

#### 15. Assignment Clause:

POWERGRID have transferred its telecommunication business to POWERGRID TELESERVICES LIMIT ED with effect from October 01, 2023.

Any document submitted by the bidder against this bid shall be valid for evaluation and award by PowerGrid Teleservices Limited.

In particular, the PO shall be issued by POWERGRID TELESERVICES LIMITED and the invoice(s) shall be raised on POWERGRID TELESERVICES LIMITED"

#### 16. Contact details:

- i. pawar.ranjeet@powergrid.in
- ii. mohan@powergrid.in
- iii. sammeta@powergrid.in

#### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **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 includingCMC 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 be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर से खरीद वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर का 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।

11/11