

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-05-2025 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-05-2025 09:30:00
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 Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Border Security Force (bsf)
Office Name/कार्यालय का नाम	Frontier Head Quarter Odisha, Bangalore
क्रेता ईमेल/Buyer Email	ssmurthy1966@bsf.nic.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	PABX System - EPABX (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	36 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
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,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	900000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	27000

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).	14

(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 दस्तावेज़ प्रस्तुत करने हैं। 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 :

INSPECTOR GENERAL

Frontier Head Quarter Odisha, Bangalore, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

(Sh. C D Aggarwal)

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. 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 of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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.

7. 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.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

PABX System - EPABX (V2) (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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
MAIN DISTRIBUTION FRAME(MDF)	MDF (Number of Pair)	200

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Integrated Protection Module (IPM)	YES
	if yes, Number of Integrated Protection Module (IPM)	100
EXTENSION AND TRUNK/JUNCTION	EPABX system Implementation Technology/Architecture	Hybrid (Microprocessor based also supporting SIP extension)
	Number of Analogue Extensions /FXS ports	128
	Expandable upto(TDM ports/FSX ports)	256
	Number of Digital Extensions	16
	Number of Analogue Junction/FXO ports	8
	Number of SIP Extensions	NA
	SIP Extensions Expandable upto	256
	Number of SIP Trunks (CHANNELS)	8
	Number of PRI TRUNKS	NA
CARDS SUPPORTED	Type of Cards Supported	PRI, E1, E&M, GSM
GATEWAYS SUPPORTED	Gateway Types supported	FXS
CONSOLE	Type of Operator Console	Digital key phone based
	Number of Operator Console	2
SERVER SPECIFICATIONS / REQUIREMENTS (applicable only in case of Sever Based Category EPABX , Not for Hybrid & Conventional EPABX)	"Total Number of Servers Included in the Supply"	NA (for hybrid / Conventional EPABX)
	"Number of Hot Standby Servers out of Total Servers, included in the Scope of Supply"	NA (for hybrid / Conventional EPABX)
	Server Form Factor	NA (for hybrid / Conventional EPABX)
	Rack Size (RU) / Space Required for each Server	NA (for hybrid / Conventional EPABX)
	Processor Make	NA (for hybrid / Conventional EPABX)
GENERAL FEATURES of EPABX SYSTEM	Supported Codecs	G711, G729, G723
POWER SOURCE	FCBC	YES
	If yes, minimum current Rating of FCBC at chrging voltage of 48V (Ampere)	15A

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
TEST REPORT/ CERTIFICATION	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Govt Lab
INSTALLATION AND COMMISSIONING	Installation and Commissioning	Yes (Covered under Scope of supply)
OPERATION & MAINTENANCE SUPPORT	The scope of supply include one set of operation and maintenance manual for each equipment	YES
	Training provided to buyers	YES
	If YES,Details of training	On site training for 3 days
SERVICES	Comprehensive Warranty (YEARS)	1.0 (year)

Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	3 Year

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

Additional Specification Parameters - PABX System - EPABX (V2) (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
STANDBY CPU CARD STANDBY PSU CARD	01 EACH
E1 card	01 EACH

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

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Verified and Signed Tp document	View
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Jayanta Kumar Dutta	560063,FTR HQ (SPL OPS) BSF	2	30

Special terms and conditions-Version:2 effective from 02-11-2022 for category PABX System - EPABX (V2)

1. This category pertains to the products covered under Mandatory Testing and Certification of Telecom Equipment (MTCTE) by TEC, DoT(www.tec.gov.in) notified vide Indian Telegraph (Amendment) Rules, 2017. Sellers to ensure compliance of the MTCTE certificate against Essential Requirement (ER) for the model offered on GeM Portal. Procuring Authorities to check compliance of model procured against the applicable ER issued by TEC under MTCTE.

In addition, procuring entities should also ensure that if the product is covered under Public Procurement (Preference to Make in India (PPP-MII)) Policy of DOT notified vide Gazette Notification dated 29th August 2018 as amended from time to time, it should also comply to the certification against applicable Generic Requirement (GR)/ Interface Requirement (IR) if issued by TEC.

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

2. Generic

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.

3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. Scope of Supply

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

6. 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.

7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 4 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

9. Certificates

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

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	<p>In lieu of EMD/Bid Security under Rule 170 (iii) if GFR 2017, MSEs/Start-up/Exempted categories shall submit Bid Securing Declaration as per format attached to this bid, failing which the offer shall be rejected during initial Scrutiny/stage and no representation shall be considered. (Performa of Bid securing Declaration certificate attached as Appendix-'A')</p> <p>"The re-seller/Authorized dealers/traders are not exempted for EMD (Bid Security/Bid Security Declaration, Turnover and experience/past performance".</p>
2	<p>Participated firms should submit a Self-declaration that the bidder is not under watch list/banned/suspended/blacklisted by any Govt department in the last 5 years. (Performa attached as Appendix-'B').</p>
3	<p><u>Bidder financial standing:</u> 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. (Performa attached as Appendix-'C')</p>

4	<u>UNDERTAKING CERTIFICATE FOR CARTEL FORMATION</u> : - The firm/bidder is required to submit the under taking certificate for non – submission of bid through cartel formation with the bid documents for supply of bid required stores as part of cartel with other vendors and will be quoting competitive rates in the instant gem bid called by BSF FTR (Spl Ops) Odisha at Bangalore and consideration/acceptance for de-list/blacklisted for 02 years if found involved in such cartel formation from any of the departments or through documents failing which the offer shall be rejected. (Performa attached as Appendix-‘D’)
5	Warranty period of the supplied products shall be 01 year from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by successful Bidder at the time of delivery of Goods. The Seller should guarantee the replacement of goods in case of any defects during the guarantee period. (Performa attached as Appendix-‘E’)
6	The firm/bidder is required to be submitted an undertaking that their firm has not defaulted in the supply of any contract issued by any Government department in last 2 years in any consignee. In case of firm has defaulted, it will mention in the undertaking i.e. GeM contract number, date of default, penalty imposed or buyer concern details and any other details/remarks. If the undertaking found false /manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as Appendix-‘F’)
7	The firm/bidder is required to be submit an undertaking certificate that their firm has never submitted any Fake/Forged/Misleading/Manipulated documents in any of the government department in the last 02 (two) years and their documents have never been found Fake/Forged/Misleading by any government department in the last 02 years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF. (Performa attached as Appendix-‘G’).
8	The bidder/OEM is required to submit Certificate of Manufacturer/OEM (Performa attached as Appendix-‘H’) with 5 digit NIC code of product.
9	The bidder/OEM is required to submit Certificate of conflict of interest (Performa attached as Appendix- I)
10	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for Service Support. (Performa attached as Appendix-‘J’)
11	Participation firm should submit in their letter pad that, firm has accepted all terms and condition mentioned in the instant bid. (Performa attached as Appendix -‘K’)
12	<u>Bid reserved for make in India products:</u> Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bid. (Performa attached as Appendix-‘L’)

13	<p><u>Compliance of GFR Rule 144 (X):</u> Bidder should submit a certificate in compliance of MoF (DOE) OM 7F10F2021-PPD dated 23.02.2023 i.e a bidder is not from a country sharing land border. (Performa attached as Appendix- 'M')</p>
14	<p>Undertaking of Fall Clause- Given in ATC Documents - N)</p>
15	<p><u>CVC Guidelines:</u> The Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender (CVC – Guidelines issued vide Circular No. 03/01/12(12-02-6 CTE/SPL (1)-2/167030 dated 13 Jan 2012 refers). CVC guidelines should be followed meticulously and a certificate in this regard will be furnished by the bidder. (Performa attached as Appendix- 'O')</p>
16	<p><u>ISO 9001:</u> The bidder or the OEM of the offered products must have ISO 9001 certification and same required to be submit.</p>
17	<p>Bidder should submit complete MSE/Current Udyam Certificate, GST Registration and Certificate of annual turnover with UDIN duly signed by CA along with bid documents.</p>
18	<p>a) The tender may be cancelled at any stage at the discretion of Competent authority without reason as per clause 173 of GFR 2017.</p> <p>b) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not meeting the QRs.</p> <p>c) Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.</p>
19	<p>Bidders are advised to check applicable GST on their own quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (Whichever is lower) subject to the maximum of quoted GST%.</p>
20	<p><u>Registered Brand:</u> The firm offered bid product on the GeM portal is required to be registered brand. In this regard, proof of document for registered Brand is required to submit with the bid documents failing which the offer shall be rejected at initial stage.</p>
21	<p><u>Liquidated Damages:</u> If the Seller fails to deliver any or all of the Goods/Services within the original/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10 % of the contract value without any controversy/dispute of any sort whatsoever.</p>

22	<p><u>RISK PURCHASE CLAUSE:</u> - If the supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods. Items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery and if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to purchaser, if any shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to leave penalty clause 7/9 and accept delayed deliveries or proceed with the alternate procurement plan 7/9 invoking the risk purchase clause.</p> <ol style="list-style-type: none"> 1. BID specific declaration letter from OEM certifying the complete BOM of quoted model with compliance. 2. Bid specific declaration letter from OEM for Drivers support from OEM website. 3. Bid specific declaration letter from OEM for onsite service support with service matrix. 4. Product of OEM with 10 years of operation in India (COI Certificate).
23	<p><u>Force Majeure Clause: -</u></p> <p>A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause</p>

24	<p><u>Arbitration:</u> The latest General Terms and Conditions on GeM 4.0 (Version 1.7) clause No.16.2 (Arbitration) is as under-</p> <p>In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.</p> <p>(i) In case where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees One Crore) only the same shall be referred to a sole arbitrator mutually appointed by both the Parties.</p> <p>(ii) Where the total value of the contract exceeds INR 1,00,00,000/- (Indian Rupees one crore) only, the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party appointed arbitrators shall within 30(thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.</p> <p>(iii) In case of failure to appoint the President Arbitrator within a period of 30(thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/organization is located) to appoint the President Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 (as amended up to date).</p> <p>(iv) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the direction of the Arbitral Tribunal.</p> <p>(v) The cost of the Arbitration shall be equally borne by both the Parties.</p> <p>(vi) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the buyer department/organization is located.</p> <p>(vii) The contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principle place of business of the Buyer department/organization is located.</p> <p>ARBITRATION Clause as per GeM Terms and conditions.</p>
25	GST Registration certificate, ITR for last 3 years of firms & Aadhar card copy of proprietor.

Appendix - “

GeM Bid No _____

Dated _____

—

BID SECURING DECLARATION CERTIFICATE

(On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

Sir,

Tender/GeM. Bid No. _____ We. M/S _____ unde
r take that if we withdraw or modify our bid during the period of validity,
or we are awarded the contract and we fail or we are to sign the contract,
or to submit a performance security before the deadline defined in bids d
ocuments, we will be suspended for the period of 02 years from being elig
ible to submit bids for contract with procuring entity i.e. Border Security F
orce (BSF), Ministry of Home Affairs.

Yours Faithfully

(Signature of the Authoriz
ed Signatory of Bidder, wit
h Official seal)

Appendix - "B"

BID No _____

Dated ____

UNDERTAKING FOR BLACKLISTED

(On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF

Odisha at Bangalore-560063

Sir,

We M/s _____ do hereby undertake that our firm has not been watch listed/blacklisted/suspended or banned by any Govt. department/public sector undertaking/ corporate organization.

(Signature of the Authorized Signatory of Bidder, with Official seal)

Appendix - "C"

BID No _____

Dated _____

UNDERTAKING FOR BIDDER FINANCIAL STANDING
(On Firm's Letter head)

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

Sir,

We M/s _____ (write name of the firm) declares that our firm is not under liquidation, court receivership or similar proceedings. The Company is also not bankrupt.

(Signature of the Authorized Signatory of Bidder, with Official seal)

UNDERTAKING FOR CARTEL FORMATION

(On Firm's Letter head)

For Bid No. GEM/2025/B/_____

Dated: 00-00-2021

We _____ Hereby, give an undertaking that as a Registered Vendor on the GeM Portal for manufacture for supply of _____ will not be a part of cartel with other vendors and will be quoting competitive rates in the instant GeM bid called by the Ftr HQ BSF (Spl Ops) Odisha at Bangalore.

We _____ are aware of the fact that the registering authority i.e GeM portal may de-list the name of our firm approved vendors on the GeM portal as well as concerned department for two (02) years. If found confirms/declared about such cartel formation from any of the departments and through documents.

Name of Proprietor :-

Complete Address :-

**Seal and Signature
(Authorised Signatory of the firm)**

UNDERTAKING FOR COMPLIANCE TO WARRANTY CLAUSE

(On Firm's Letter head)

For Bid No- GEM/2025/B/-----

Dated- 00-00-20

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

We M/s _____ having registered office at _____ under
take that the Warranty period of the supplied products shall be _____ Yea
r from the date of final acceptance of goods

Yours Truly

(Signature of the Authoriz
ed Signatory of Bidder, wit
h Official seal)

APPENDIX-‘F’

DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

(To be given on Company Letter Head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF

Odisha at Bangalore-560063

Sub: DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES

GEM BID Reference No: _____ Dated _____

Name of Item: _____

Dear Sir,

We _____ hereby declare that we have successfully supplied the Govt stores without any cancellation of contracts from last two financial years. In the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX-'G'

NON- SUBMISSION OF FAKE DOCUMENTS DECLARATION

(To be given on Company Letter Head)

-

-

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

Sub: DECLARATION FOR FAKE/ MISLEADING DOCUMENTS

GEM BID Reference No: _____ Dated _____

Name of Item: _____

Dear Sir,

We _____ hereby declare that we have not submitted the Fake/Misleading/Manipulated documents from last two financial years from any Government Bids/Tenders including instant bid. In the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice summarily reject/terminate our bid,

without prejudice to any other rights including the blacklisted for 02 financial years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX-'H'

TO WHOM IT MAY CONCERN

UNDERTAKING FOR OEM CERTIFICATE

Bid No. GEM/2025/B/-----
0-2025.

Dated: 00-0

Dear Sir,

We, M/S----- hereby declare that we are the OEM of the product and 5 digit NIC code of the product is_____ .

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

Tender No _____

Dated _____

01	Name of firm	Office address of firm, phone no, fax no & email ID	Firm's works address as per vendor registration, phone no, fax no, email ID	Type of firm (sole proprietorship/ partnership/ limited liability partnership/ private limited company/ public limited company)	CIN/ LLPIN of firm	GST registration no of the firm
	(1)	(2)	(3)	(4)	(5)	(6)
2	Name of all owners)/ director(s) of firm	Father's/ husband's name of all owners / director(s)	DIN	Full residential address	Aadhar card of owner / director(s) of firm be attached	Udayam registration certificate (attach a copy)
	(1)	(2)	(3)	(4)	(5)	(6)

03. **We hereby declare and confirm that** no bid has been submitted for the quoted _____ any other private limited or public limited company or limited liability partnership (LLP) of the partnership firm or proprietor firm in which any relative of any director or partner or proprietor of _____ firm is a director, partner or proprietor. The work "relative" is defined as under:-

The companies act, 2013 Sec 2(77) "relative" & "MoF Manual for procurement of Goods (para 5.1.4)", with reference to any person, means anyone who is related to another, if:-

- (i) They are member of a Hindu undivided family;
- (ii) They are husband and wife; or
- (iii) One person is related to the other in such manner as prescribed below:-
 - a) Father including step-father
 - b) Mother including step-mother
 - c) Son including step-son
 - d) Son's wife
 - e) Daughter,
 - f) Daughter's husband.
 - g) Brother including step-brother.
 - h) Sister including step-sister

04. **We further declare that** we have carefully read and understood the clause relating to "**Conflict of Interest**" of Tender NO _____

05. **We hereby certify that** our firm M/S _____ (firm name) _____ do not have any "**conflict of interest**" with other bidders for particular quoted items viz _____ (item name). We hereby declare and confirm that above information and particulars are true and correct.

For _____ (firm Name)

Signature of Director/ partner/ proprietor

/ Authorized Signatory

Name _____

Designation _____

(With official stamp)

APPENDIX-'J'

Dedicated Telephone No. for Service Support

Bid No. GEM/2025/B/----- Dated: 00-00-2025.

Our Dedicated/toll free Telephone No. for service support is: -----

-

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

Appendix-'K'

-

ACCEPTANCE OF TERMS & CONDITIONS OF BID

(On Firms Letter head)

Bid No. GEM/2025/B/_____

Dated: 00-00-2025

Dear Sir,

1. I/We have downloaded/obtained the GeM bid documents(s) for the above mentioned 'Bid' from the web site(s) namely; GeM portal on date.....
2. I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like Specification, Bid Details(s), Buyer Added Bid Specific Terms and Conditions (s), Buyer Added Bid Specific ATC, Buyer uploaded ATC documents, Quality Assurance Plan document and etc.) and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum (s), if any, issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/corrigendum (s) in its totality/entirety.
5. I/we do hereby declare that I/We have read and understood the entire specifications/requirements laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.
6. I/We certify that all information and documents furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

Bid No _____

Dated __/__/__

LOCAL CONTENT CERTIFICATE**(On Firm's Letter Head)****CERTIFICATE INDICATION PERCENTAGE OF LOCAL CONTENT REQUIREMENT FOR CLASS -I LOCAL SUPPLIER AND CLASS - II LOCAL SUPPLIER**

S.NO	DETAILS	
I.	Type of supplier (Class-I local supplier or class-II local supplier)	
II.	Percentage of local content	
III.	In case the bid value is more than Rs 10 Crore the declaration relation 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	
IV.	Locations (s) at which the local value addition (address of manufacture unit process)	
V.	Debarment of violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020	

Your Faithfully

(Signature of the Authorized Signatory of Bidder, with official

seal)

APPENDIX-‘M’

Bid No _____

Dated __/__/__

(TO BE IN THE COMPANY LETTER HEAD)

Certificate regarding compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No.7F/10-F/2021-PPD dated 23.02.2023

I certify that.....
.....(name of the firm) is not covered by the definition of the bidder as per Public Procurement Division Order No. 7F/10F/2021-PPD dated 23.02.2023 and is thus not required to be registered with the Competent Authority for this purpose.

OR

I certify that.....
.....(name of the firm) comes within the ambit of Public Procurement Division Order No.7F10F2021-PPD dated 23.02.2023 and for this purpose, it is registered with the Competent Authority, Valid registration certificate NO.....Dated..... issued by.....is enclosed.

(Strike off the portion not applicable)

_____	Signature of tenderer	:-	_____
_____	Name in block letter	:-	_____
_____	Name of firm	:-	_____
_____	Address	:-	_____

UNDERTAKING OF FALL CLAUSE
(On Firm’s Letter head)

Bid No _____

Dated __/__/__

To
Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

We, M/s _____ (name of the firm)
undertakes that we have not supplied/is not supplying the similar systems or
subsystem at a price lower than that offered in the present bid in respect of
any other Ministry/Department of the Government of India and if it is found a
t any stage that the similar system or sub-system was supplied by us to any
other Ministry/Department of the Government of India at a lower price than t
hat very price, with due allowance of elapsed time, will be applicable to the p
resent case and the difference in the coast would be refunded by us the Buy
er, if the contract has already been concluded.

We shall strive to accord the most favoured customer treatment to the buyer
in respect of all matter pertaining to the present case.

Your Faithfully,
(Signature of the Authorized Signatory of Bidder, with official seal)

UNDERTAKING FOR CVC CIRCULAR NO.03/01/12 DATED 13.01.2012
(On Firm's Letter head)

To

Inspector General,
Ftr HQ (Spl Ops), BSF
Odisha at Bangalore-560063

Sir,

Tender/GeM.

Bid No. _____

We. M/S _____ under and accept the terms and conditions of the CVC Circular No. 03/01/12 dated 13.01.2012 and we are the Principal / OEM of the tendered store and will be participating in the tender enquiry and we have not authorized any agent / distributor to quote on behalf of our company

Yours Faithfully

(Signature of the Authorized Signatory of Bidder, with Official seal)

11. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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---