

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 17:30:00
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 Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रैता ईमेल/Buyer Email	manishkumar.837w@gov.in
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	HIRING OF 03 X E1 (6 MBPS) CIRCUIT BETWEEN BAREILLY AND HEMPUR
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	HIRING OF 03 X E1 (6MPBS) CIRCUIT BETWEEN BAREILLY TO HEMPUR
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	<ul style="list-style-type: none"> <li>Fiber Optic Patch Cord</li> </ul>
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	25 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

Bid Details/बिड विवरण	
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Past Performance/विगत प्रदर्शन</b>	20 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20000

#### 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 :

Project Officer, 4 Coy, C Comp Sig Regt  
Headquarter Uttar Bharat Area, Department of Military Affairs, Indian Army, Ministry of Defence  
(Manish Kumar)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

II 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 20% 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

## **HIRING OF 03 X E1 (6 MBPS) CIRCUIT BETWEEN BAREILLY AND HEMPUR ( 3 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**

Buyer Specification  
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

**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	*****	*****Almora	3	60

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% 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**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**4. 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.

**5. 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.

## 6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Generic Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address 4 Coy, C Comp Sig Regt Near Natraj Picture Hall Bareilly Cantt PIN- 243001 Uttar Pradesh.

2. 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Forms of EMD and PBG Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload

scanned copy/ proof of the FDR along with bid and has to ensure delivery of hard copy to the Buyer within 5 days of Bid End date/ Bid Opening date.

4. Generic Bidder financial standing: The bidder should not be under liquidation, 6 / 11 court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. 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.

6. Generic Bidder shall submit the following documents along with their bid for Vendor Code Creation: a. Copy of PAN Card. b. Copy of GSTIN. c. Copy of Cancelled Cheque. 5 / 10 d. Copy of EFT Mandate duly certified by Bank.

7. Buyer Added Bid Specific ATC Buyer Added text based ATC clauses 1. Payment Terms (a) Advance payment: No advance payment will be made (b) Complete payment will be made after 6 months of successful delivery of complete stores within delivery period. Successful installation, commissioning and testing of equipment at designated locations. 2. Product Support (a) The seller agrees to provide product support for the stores, assemblies/ sub-assemblies fitment items and consumables, firmware from other agencies/ manufacture by the seller for a minimum period of 01 (One) year of warranty period after the delivery of equipment ever after said mandatory period the seller would be bound to give at least 01 (One) years notice to the Government of India prior to closing the production line so as to enable a lifetime buy of all spares and firmware before closure of the said production line. This however shall not restrict the Buyer from directly sourcing sub-equipment/ sub-assembly and spare

s from their respective

OEMs/Sub- vendors on completion of warranty. In case the Sub-equipment/ Sub assembled/

parts require tuning/ calibration/integration by the SELLER prior to

replacement the same is to be undertaken by the SELLER at responsible cost as mutually agreed between Buyer and Seller. (b) In the event of any obsolescence

ce during the above mentioned period of product support in respect of any component or subsystem. Mutual consultation between the seller and buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

3. Fall Clause (a) The price charged for the service provided under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the Service or offer to sell service of identical description to any persons/ organization including the purchaser or any department of the Central Government or any department of state Government or any statutory undertaking of the central or state Government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed. ( b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell such service to any person/ organization including the buyer or any department, of central Govt. or any department of the state government or any statutory undertaking of the central or state government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Director General of supplies & disposals and the price payable under the contract for the service of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :- (i) Exports by the seller. (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement. (iii) Sale of goods such as drugs which have expiry dates. (iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous rate contract is also under any previous contracts entered into with the Central or State Govt Depts, including their undertakings excluding joint sector companies and/ or private parties and bodies. (c) The seller shall furnish the following certificate to the paying authority along with each bill for payment for supplies made against the rate contract - "We certify that there has been no reduction in service of description identical to the services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/ organization including the purchaser or any department of cent



ral government or any department of a state government or any statutory undertaking of the central or state government as the case may be upto the date of bill /the date of completion of supplies against all supply orders placed during the currency of the rate contract at price lower than the price charged to the government under the contract except for quantity of services categories under sub-clauses (a), (b) and (c) of sub-para (ii) above.

6 / 10 4. Force Majeure Clause (a) Should any Force Majeure circumstances arise, each of the Contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 07 days of its occurrence informs in a written form to the other party. (b) Force Majeure shall mean fire, flood, natural disasters or other acts, that are unanticipated or unforeseeable and not brought about at the instance of, the party claiming to be affected by such event, or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions beyond the control of either party. (c) A party claiming force majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract. (d) Provided the acts of the Government or any state parties of the SELLER which may affect the discharge of the SELLER's obligation under the contract shall not be treated as Force Majeure.

5. Liquidated Damages (a) In the event of the SELLER's failure to submit the documents, supply the stores/ goods, perform services, conduct trials, installation of equipment and training as specified in this contract, the BUYER may, at his direction withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 1/100 of the delay percentage (Delay percentage = (Period of delay in delivery in weeks) x 100 / (Delivery period in weeks as per Contract)) of the Base contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of 425 week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the Base Contract price of the value of d

elayed stores/ Services (Any extension given by the BUYER for delay attributable to BUYER or Force Majeure Clause to be factored in delivery period). (b) In case the delay in delivery is attributable to the Buyer, the delivery period shall be extended accordingly without imposition of Liquidated Damages. 6. Risk and expense clause. (a) Should the stores or any installment thereof not delivered within the time specified in the contract documents or if defective delivery is made in respect of the stores or any installment thereof the buyer shall after granting the contract or 45 days to cure the breach be at liberty without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or the extent of such default. (b) Should the stores or any installment thereof not perform in accordance with the specification/ Parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default. (c) In case of a material breach that was not remedied within 45 days, this HQ will having given the right of first refusal to the seller be at liberty to purchase, manufacture or procure from any other source as he thinks fit, other eqpts of the same or similar description to make good. (d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from any other supplier as the case may be over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 100 % of the value of the contract. 7.

Termination Clause. (a) The delivery equipment is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery. (b) The seller is 8 / 11 declared bankrupt or becomes insolvent. (c) The Buyer has noticed that the seller has utilized the services of an Agent in getting this contract and paid any commission to such individual/ company etc. (d) Buyer has discretion to short close the contract with an advance notice of 1 month, post commercialisation and stabilisation of the captive network. 7 / 10 8. Transfer and Sub-Letting. The

Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any thereof, as well as to give or to let a third party take benefit or a dvantage of the present Contract or any part thereof expect, which the prio r consent of the BUYER, in the case of merger, amalgamation, consolidation, ac quisition, change in control or similar transaction.

For granting such consent, BUYER may require SELLER to enter into a Novation Agreement. The SELLER may utilize its wholly owned subsidiary in India to provi de product support related to the contract, however, it shall not relieve the SEL LER of any obligation, duty or liabi lity attributable to the Seller under the prese nt Contract.

8. Terms and conditio n Refer Gol Ministry of Finance letter No F.No 1-1/2019/SU-(i) MOD New Del hi 1 2 Oct 2020 and Ministry of Finance letter No F.No 3 (74)E Coord/2019 dated 07 Jul 2022 as per Govt order only PSUs telecom provider can be participated.

9. Warranty period of the supplied products shall be 1 year from the date of fina l acceptance of goods or after completion of installation, commissioning & testin g of goods (if included in the scope of supply), at consignee location. OEM Warr anty certificates must be submitted by Successful Bidder at the time of deliver y of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Ins tallation, Commissioning, Training, Troubleshooting and Maintenance Service gr oup in INDIA for attending the after sales service. Details of Service Centres nea r consignee destinations are to be uploaded along with the bid.

10. Service & Support Dedicated /toll Free Telephone No. for Service Support : B  
I  
DDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

11. 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.

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

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

14. Generic Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the 7 / 9 bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

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

16. Forms of EMD and PBG Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of 8 / 10 Commanding Officer, 4 Coy C Comp Sig Regt A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

17. 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 3 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 reimburse the cost of such service/rectification to the Buyer.

18. 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.

19. UPTIME : An overall circuit uptime of 99.9% shall be maintained by the bidder

20. **Duration of Hiring**. The circuits will be hired on permanent basis as per direction received from DG Sigs (Sigs-7) and will be renewed yearly with same terms and condition. In case of revision of rates by TSPs/Service provider, the same to be intimated to this HQ minimum six month in advance.

## **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.

**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---**