

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	28-07-2025 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	28-07-2025 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Petroleum And Natural Gas
<b>विभाग का नाम/Department Name</b>	Indian Oil Corporation Limited
<b>संगठन का नाम/Organisation Name</b>	Indian Oil Corporation Limited
<b>कार्यालय का नाम/Office Name</b>	locl- Gujarat Refinery
<b>कुल मात्रा/Total Quantity</b>	1
<b>वस्तु श्रेणी /Item Category</b>	CCTV System
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	CCTV System
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Camera for CCTV System (V3), Revolving Chair (V4), Cables suitable for CCTV System (Accessories), Video Recorder for CCTV System (V2), sonicator System, Urodynamic System, LED Display System, Uroflowmetry System, Cholangioscopy System, Flushing Cistern
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Camera for CCTV System (V3)</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	25

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

**लाभार्थी /Beneficiary :**

MTM

IOCL- Gujarat Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum and Natural Gas  
(Shruti Jain)

**विभाजन/Splitting**

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

### CCTV System ( 1 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

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

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	85%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	210 Days

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SOUMEN HAZRA	391320,P.O Jawaharnagar 391320	1	150

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER ADDED BID SPECIFIC ATC**

1.	<b>Tender Reference No.</b>	-
2.	<b>Tender / Item Description</b>	Design, Engineering, Manufacturing, Inspection, Supply, Installation, Testing and Commissioning of the Perimeter CCTV System with associated accessories and Perimeter Intrusion Detection System
3.	<b>Location (s) of Work</b>	IOCL Gujarat Refinery, Jawaharnagar, Vadodara Gujarat; Pin Code - 391320
4.	<b>Earnest Money Deposit (EMD)</b>	In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration as per the format provided in this document.
5.	<b>Contact Person Detail</b>	<p>Name:- Ms. Shruti Jain                  Designation:- Assistant Materials Manager-Purchase                  Contact No.:- 0265-223-7278                  E-mail id.:- jains7@indianoil.in</p> <p>Name:- Ms. Rajshree Meena                  Designation:- Senior Materials Manager-Purchase                  Contact No.:- 0265-223-7255                  E-mail id.:- meenarajshree@indianoil.in</p> <p>Name:- Mr. HP Solanky                  Designation:- Chief Materials Manager-Purchase                  Contact No.:- 0265-223-7256                  E-mail id.:- solankyhiren@indianoil.in</p> <p>Name:- Ms. Ipsita Behera                  Designation:- Deputy General Manager- Materials                  Contact No.:- 0265-223-7273                  E-mail id.:- beherai@indianoil.in</p>

6.	<b>Integrity Pact (IP)</b>	Applicable; Bidder to submit duly filled, signed by Authority Signatory and stamped Integrity Pact (IP) along with the offer, please refer Integrity Pact (IP) format provided in this document.
7.	<b>Pre-Qualification Criteria (PQC)</b>	
7a.	<p><b>Technical PQC:</b></p> <p>1) The Bidder should be Original Equipment Manufacturer (OEM) or the authorized Indian representative of the OEM of the offered CCTV System (CCTV Camera &amp; Video Management Software).</p> <p>a) If the bidder is an OEM, then the bidder shall submit the following documents along with the offer: Sales Tax Registration Certificate or Excise Registration Certificate or GST Registration or factory/Company Registration.</p> <p>b) If the bidder is an authorized dealer, then the bidder shall submit the authorized dealership certificate from the OEM of the offered CCTV System (CCTV Camera &amp; Video Management Software).</p> <p>2) Bidder must have experience in executing CCTV system with video analytics-based Perimeter Intrusion Detection System.</p> <p>For the same, bidder must have been successfully commissioned for video based PIDS (Perimeter Intrusion Detection System) in any industry, with at least 30 cameras (combination of Fixed &amp; PTZ) under a single PO at single location, in last 03 (Three) years (03 year from last date of original bid submission). As documentary evidence, the bidder must submit a copy of the PO and a work completion document (issued by the end client) along with the bid.</p> <p>Bidder must have successfully commissioned any make/model of CCTV system with video analytics-based Perimeter Intrusion Detection System and all the documents as per clause are mandatory.</p> <p>3) Offered make's Proven Track Record (PTR) for "IP based PTZ Camera &amp; IP based Fixed Camera" to be submitted along with the bid, issued by end client, mentioning satisfactory performance of the same in any industry for at least 03 (Three) years in India, in last 10 (Ten) years (10 years from last date of original bid submission).</p> <p>End client document mentioning satisfactory performance of offered IP based PTZ Camera &amp; IP based Fixed Cameras as per clause is mandatory.</p> <p>4) Bidder should have an establishment in India for providing services &amp; maintenance support along with all types of spares of the offered models of CCTV system. Bidder to furnish documentary evidence in form of any SAT Report/Installation &amp; Commissioning Report/CAMC/AMC/PWCAMC order copy of CCTV system.</p>	
	<b>Commercial Experience PQC:</b>	

<p><b>7b.</b></p>	<p>For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the original bid submission end date falls, should be considered as under:-</p> <p>Three orders each <b>executed</b> for “similar item” where executed value is not less than INR 346.66 lakhs</p> <p>OR</p> <p>Two orders each <b>executed</b> for “similar item” where executed value is not less than INR 462.22 lakhs</p> <p>OR</p> <p>One order <b>executed</b> for “similar item” where executed value is not less than INR 577.77 lakhs</p> <p>Similar item is defined as:</p> <p>Supply/Supply, Installation &amp; Commissioning of CCTV System.</p> <p>OR</p> <p>Supply/Installation &amp; Commissioning of Perimeter CCTV System.</p> <p>OR</p> <p>Supply/Installation &amp; Commissioning of CCTV Surveillance System.</p> <p><b>Note:-</b></p> <p><b>Please refer “INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)” for required documents to fulfil commercial experience PQ Criteria.</b></p>
<p><b>7c.</b></p>	<p><b>Financial PQC</b></p> <p>The annual turnover of the bidders during any of the preceding three financial years should be at least INR 693.33 lakhs</p> <p><b>Note:-</b></p> <p><b>Please refer “INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)” for required documents to fulfil Financial PQ Criteria.</b></p>
<p><b>8a.</b></p>	<p><b>Delivery Period for Supply</b></p> <p>Our preferred delivery period for supply is 05 months. The bidder to quote their earliest firm delivery period.</p> <p>This delivery period shall be reckoned from the date of GeM Order. Date of LR / RR / Coastal Bill of Lading shall be considered as Date of Delivery.</p> <p><b>NOTE:-</b></p> <p>IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL’s requirement after giving one chance to the bidder to accept IOCL’s requirement.</p>
	<p><b>Time Period For Site Work/ Services</b></p>

<p><b>8b.</b></p>	<p>Vendor to report at site within 15 days from the date of intimation from IOCL</p> <p>Vendor to complete site work and handover the system after successful commissioning within 06 months after handing over of site to vendor by IOCL.</p> <p>SAT of the system shall be conducted after installation &amp; commissioning of complete CCTV system. IOCL shall take over the supplied system after uninterrupted, satisfactory, trouble free, fully functional performance test for a period of 15 Days after successful commissioning of system in totality &amp; completion of all SAT punch points at the site.</p>
<p><b>9.</b></p>	<p><b>Third Party Inspection</b></p> <p>TPI is applicable in this tender, bidder to refer the list of IOCL approved TPI agencies attached as Annexure separately in this document.</p> <p>Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency Anyone from the attached list of nominated Third Party Agencies, and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.</p> <p>It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.</p> <p>TPI Agencies need to submit, in advance, the details of Inspector (Qualification, Experience) who will be carrying out the Inspection along with items being inspected to concerned refineries Location, preferably 7 days before visiting the vendor site.</p> <p>In case vendor changes the TPI, the vendor shall share the reason for change of TPI and its name with IOCL again.</p> <p>In case of material dispatch delayed by more than 30 days post final inspection by TPI Agency, it should be recertified by TPI Agency, and expenses will be borne by the vendor.</p> <p>Quoted prices are:</p> <ul style="list-style-type: none"> <li>i. Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.</li> <li>ii. Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.</li> <li>iii. All built in import content (if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.</li> </ul>
<p><b>10.</b></p>	<p><b>IBR</b></p> <p>Please refer tender technical specification for IBR requirement, if any.</p> <p>In case if IBR is applicable then IBR inspection shall be applicable for IBR items and Third Party Inspection shall also be applicable in addition to the IBR inspection for IBR items.</p>
	<p><b>Payment Term</b></p>

11.	<p>Supply Part: 85% payment within 30 days of receipt and acceptance of material at Gujarat Refinery Stores/Site. Bidder is required to visit to site for joint inspection of the material. Balance 15% payment of supply part shall be released after successful completion of site work (Installation, Testing, and Commissioning), SAT &amp; Final handing over of the ex-proof CCTV system and certification by EIC of job.</p> <p>For Site Work (Installation &amp; Commissioning): 100% payment for Installation and Commissioning shall be released against submission of invoice after successful completion of SAT and final handing over of the ex-proof CCTV system and certification by EIC of job.</p> <p>Release of Retention money in case of delay in Commissioning: In case, Commissioning and Site Acceptance Test (SAT) is delayed for more than 12 (Twelve) months from the date of last supply item for reasons not attributable to Bidder, then this payment (balance 15% against supply part) shall be released on the expiration of such period of 12 (Twelve) months against invoicing and submission of Additional Advance Bank Guarantee of equivalent amount (i.e., 15% of Supply Part) valid for a period of 12 (Twelve) months or till commissioning of the system, whichever is earlier. This Bank Guarantee shall be in addition to the Performance Bank Guarantee.</p> <p>For PCWAMC: Payment for PWCAMC shall be made Quarterly on pro-rata basis after the successful completion of the job to the satisfaction of engineer-in-charge and submission of invoice.</p>
12.	<p><b>Guarantee/Warranty (Defect liability period)</b></p> <p>Guarantee/Warranty shall be 18 months from the date of last delivery of material or 12 months after the CCTV system has been put in service or commissioned, whichever is earlier.</p> <p>Guarantee / Warranty clause mentioned herein shall prevail over the Guarantee / Warranty clause mentioned elsewhere in the tender documents</p>
13.	<p><b>PWCAMC/PWAMC</b></p> <p>PWCAMC for the Five Years from the expiry of Warranty Period shall be applicable. All the commercial Terms and conditions shall be as per the GeM.</p>
14.	<p><b>Performance Bank Guarantee (PBG)</b></p> <p>FIRST PBG/ISB: Bidder to submit the Performance Bank Guarantee/ISB of 5% of the cost of equipment excluding the cost of PWCAMC Charges. The same shall be valid for complete defect liability period plus two months as claim period. i.e., Total 20 Months (18 Months for Defect Liability Period plus 2 Months for Claim Period).</p> <p>SECOND PBG/ISB: Bidder to submit the Performance Bank Guarantee/ISB of 5% of the total PWCAMC Charges. The same shall be valid for complete PWCAMC period plus one year. Performance bank guarantee applicable for PWCAMC is to be submitted at start of the PWCAMC.</p> <p>The PBG/ISB submitted after award of contract (FIRST PBG) shall be released only after new PBG/ISB (SECOND PBG/ISB) for the PWCAMC period is submitted and accepted by buyer/consignee after due verification.</p> <p>In case, seller fails to submit the valid PBG/ISB or does not provide services for the PWCAMC contract after expiry of warranty period then PBG/ISB of equipment shall be forfeited and payment for PWCAMC shall not be released.</p> <p><b>SPECIAL NOTE FOR PBG:-</b></p> <p>PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST &amp; Women Entrepreneurs.</p>
	<p><b>Site Work</b></p>

15.	Applicable as per specifications Provision regarding water and power availability at the site: No
16.	<b>Tendered item quantity Divisible / Non-Divisible</b> Item Quantity is Non Divisible
17.	<b>Applicability of DMIS policy</b> Not Applicable
18.	<b>Minimum % of Local Content required in this tender</b> CLASS 1 - Minimum 50 % Local Content (For Purchase Preference) CLASS 2 - Minimum 20 % Local Content (For participation)  In case item is imported and bidder has participated as reseller, OEM certificate for country of origin to be submitted.
19.	<b>Authorization to submit bids</b> When a bidder submits quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorization certificate and manufacturer's confirmation of extending the required warranty for that product.

In case of any conflict in the terms mentioned in this BUYER ADDED BID SPECIFIC ATC and elsewhere in the tender, the terms indicated in BUYER ADDED BID SPECIFIC ATC shall supersede. In the event of any irreconcilable conflicts, the hierarchy for the acceptance shall be-

- Buyer Added Bid Specific ATC
- Scope & Technical Specifications of Tender
- Bid Document
- GeM General Terms & Conditions

**Address of the Tender Issuing Authority:**  
**Deputy General Manager (Materials),**  
 GUJARAT REFINERY, PO: JAWAHARNAGAR,  
 VADODARA-391320 GUJARAT,  
 LL:- +91-265-223 7273;  
 Email id. beherai@indianoil.in

## 2. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---