

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-01-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-01-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Electronics Corporation Of India Limited
कार्यालय का नाम/Office Name	Telangana
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Selective Radiation Meter
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SELECTIVE RADITION METER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Cronobactor Selective Broth, Digital Earth Resistance Meter, Ion selective electrode, Fraser Listeria Selective Supplement, Palcam Listeria Selective Agar, Agar Media, Oxford Listeria Selective Agar, Pseudomonas CFC Selective Supplement, Pseudomonas Selective Agar (CFC Agar), Selective Enrichment Supplement for Listeria
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• Radiation Protection Gloves• Radiation protective Lead aprons with accessories• Radiation survey meter
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,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
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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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	2 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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	40000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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 :

DGM-MMD

ELECTRONICS CORPORATION OF INDIA LIMITED, ECIL POST OFFICE, NFC ROAD, NEAR ECIL X ROAD, HYDERABAD, TELANGANA-500062

(Electronics Corporation Of India Limited)

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
---	-----

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. 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.
5. 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.

6. 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

Selective Radiation Meter (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	Download
---	--------------------------

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	V.K.Anjaneya Raju Namburi	500062,ISG - Purchase, PO-ECIL	1	60

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

1. **Buyer Added Bid Specific ATC**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Detailed Technical Specification is attached herewith as ATC Document. Submission of bid needs to comply with complete technical parameters of the same by way of signing & stamping by bidder and upload along with bid failing which bid will be technically disqualified.

Payment term: 100% payment within 60 days from the date of receipt, acceptance and successful installation / demonstration of Goods (45 days in case of eligible MSE bidders) at ECIL, Hyderabad.

□ BILLING / SHIPPING DETAILS -

Bill To :-	Shipment To :-
ELECTRONICS CORPORATION OF INDIA LIMITED, ECIL POST OFFICE, NFC ROAD, NEAR ECIL X ROAD, HYDERABAD, TELANGANA-500062 EMAIL- igmmgt@ecil.co.in GST NO.: 36AAACE4809L1ZJ	ELECTRONICS CORPORATION OF INDIA LIMITED, HSS STORES ,ECIL POST OFFICE; HYDERABAD, TELANGANA-500062 Email:- isdstores@ecil.co.in Attn: DGM- MMD (HSS) CONTACT NO -040-2718-6808 / 6414 /6571

□ Delivery to be expedited.

□ OEM Authorization to be submitted along with Bid, if bid is not submitted by OEM. Authorization of Distributor/ Dealer /Stockist will not be considered.

□ **Warranty** - 2 Years from the date of commissioning / functional acceptance of Goods at HSS-Stores, ECIL, Hyderabad. Goods must perform normal course of operation as per technical parameters in this period. Any malfunctioning or non-working of equipment in this warranty period has to be covered by supplier and rectification / repair along with spares and/or manpower shall be in the scope of vendor and must be carried out within 7 days of reporting the problem.

□ **Inspection / PDI** : Pre-Dispatch Inspection of Goods may be carried out at OEM/supplier's premises and ECIL shall witness the same. Supplier shall inform the readiness of the Goods 2 weeks in advance along with internal test reports. However final acceptance of materials will be considered after successful functional acceptance of Goods at ECIL Hyderabad.

□ OEM COC & Test Certificate to be submitted along with supply of materials. Warranty Certificate from OEM/ supplier to be submitted along with supply.

□ **Liquidated Damages:** In the event of the Seller's failure to supply the goods as specified in this Purchase Order and as per delivery schedule, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores mentioned above for every week of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed/undelivered goods/stores. However suppliers date of Inspection call along with in

ternal test reports will be considered as delivery date for LD calculation purpose

- (a) Bid shall accompany interest-free EMD in the form of Demand Draft, drawn on any scheduled bank in favor of '**Electronics Corporation of India Limited**' and payable at **Hyderabad** or through EFT Mechanism (NEFT/RTGS) directly to ECIL Bank account from bidder account:-

Electronics Corporation of India Limited

State Bank of India, ECIL BRANCH

ECIL POST, HYDERABAD - 500062

ACCOUNT NO: 38400456966

MICR CODE: 500002043

NEFT /RTGS CODE: SBIN0002714

- (b) Vendor need to attach remittance details in their techno-commercial offer as EMD. Bank Guarantee is also acceptable, if furnished on a Scheduled Bank of repute, strictly as per format with bid validity period and additional claim period of 60 days.
- (c) Submission of EMD will be waived off only for **eligible registered MSE (Micro & Small only) / Start-ups recognized by DIPP**. MSE Bidders should submit the valid Udyam Registration Certificate / relevant documents as a supporting document towards waiver of EMD submission. Submission of Bid Security Declaration form is to be mandatorily submitted by MSE & Start-up bidder. ***MSE those who are traders or not manufacturers of RFQ items will not be extended benefits of EMD waiver.***
- (d) Further DIPP Recognized bidder has to submit their valid DIPP Certificate along with Current dated certificate from CA stating that turnover of their firm has not exceeded 100 crores in any financial year starting from the grant of start-up year. In case of turnover crossing 100 crores, Benefits of DIPP Start-up will not be available for such bidders.

Note: EMD BG or Draft must reach to this office within 5 days of due date of the tender. EFT Details must be uploaded in GeM portal along with Bid. Bidder must mention his complete address and bank details along with GST certificate and cancelled cheque for return of EMD subsequently after finalization of tender.

(e) PERFORMANCE BANK GUARANTEE

Vendors should confirm PBG's through their Banker by sending SFMS (Structured Financial Messaging System) message to ECIL beneficiary bank. This SFMS message can only be generated at the time of issuance of the said BG by the Issuing Bank. Subsequent to the issuance of such BG, SFMS message cannot be generated.

Under SFMS System, a separate advice of the Bank Guarantee (via SFMS IFN 760COV) to be sent to the ECIL Beneficiary's Bank through SFMS by the Vendors Issuing Bank, after which the paper Bank Guarantee would become operative. The SFMS message may be sent to following ECIL beneficiary bank - ICICI bank or HDFC bank or to SBI.

ECIL Beneficiary Banks IFSC code - ICIC0000008/HDFC0000021/SBIN0013039

ECIL Beneficiary Bank Address -

- ICICI Bank, Khairatabad, Hyderabad - 500004, India
- HDFC Bank. Wholesale Banking Operation, Banjara Hills, Hyderabad 500034, India
- SBI, Commercial Client Group Br, Banjara Hills, Hyderabad 500034, India.

Bid Security Declaration:

In place of a EMD, eligible MSE bidder must provide Bid Security Declaration Form, every bidder has to sign a bid security declaration form accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security (if required) before the deadline defined in the tender document, they will be suspended for the period of one year as specified in the Bid Security Declaration Form, from being eligible to submit bids for contracts with the entity that invited the bids. Every Bidder is required to submit the Bid Security Declaration Form

Submission of bid will be considered as acceptance of all RFQ terms & conditions by bidder & will form part of the subsequent purchase order.

Vendor can submit Draft/ EFT in lieu of BG towards PBG mentioned in PO.

- In case of any co-occurrence of RFQ terms, ATC terms / details will prevail. Indication of price in technical bid (for two part bids) will disqualify the bidder summarily.

Past Experience Criteria:-

The Bidder Firm / company should have minimum average annual turnover of Rs 5.91 Lakh in last 3 financial years. Bidder can submit certificate from practicing Chartered Accountant

OR

Audited balance sheets, IT Returns and P&L account for these financial years should be furnished.

The bidder should have experience in supply of similar items during last three years and would have successfully completed orders as under:

- 1). Single order of value Rs. 15.76 Lakh or more OR
- 2). Two orders each of value Rs. 9.85 Lakh or more OR
- 3). Three orders each of value Rs. 7.88 Lakh or more.

PO copies along with completion certificate or invoice copies duly supported by GST Return/TDS certificates shall be furnished by the bidder as a documentary proof.

Formats :-

1. EMD BANK GUARANTEE

(To be submitted on non-judicial stamp paper of Rs.100 from a Nationalized or Scheduled Bank only)

WHEREAS M/s _____ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the Tender by The Company vide reference No. _____ dated _____ (Tender no. & date) for Supply, functional equipment as specified in the said Tender.

Now, by this Guarantee, we, the undersigned on behalf of _____ (name of the Bank) whose registered office is at _____ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to The Company, of the sum of **Rs _____/- (Rupees _____ only)** as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the said Tender as valid and unaltered until 120 days from the due date of the Tender i.e. up to _____ and/or refused to accept the Purchase Order of the Company as set forth in the Tender and in accordance with the terms of the Tender and as modified with mutual understanding subsequently or after having accepted the Purchase Order does not comply by furnishing the required compliances as communicated, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, _____ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s _____ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/ purchase order/contract or by the date mutually agreed to, whichever is later.

We, _____ (name of the Bank), agree that our liability to pay is not dependent on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, _____ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until _____ (**120 days from the due date +45 days = 165 days from the due date for submission of the bid**) i.e. the Company is entitled to lodge the claim under this Guarantee up to _____ (165 days from the date of due date for submission of the bid).

We, _____ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank. After here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Signature of the person duly authorized to sign on behalf of the Bank, with Seal of the Bank, Date:

Witness:

1.

2

PROFORMA FOR PERFORMANCE CUM WARRANTY GUARANTEE

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address),

(herein after called the 'Guarantor', which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part and Electronics Corporation of India Limited, (a Government of India Undertaking), a Company incorporated under the Companies Act, 1956, having its Registered Office at _____, India (herein after called the 'Company' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas M/s _____ (supplier company name and address) (herein after referred to as the "Supplier") was awarded a Purchase Order No. _____ dtd _____ (herein referred to as the "Purchase Order") by the Company for _____ (description of the tender scope).

And whereas the Purchase Order, inter-alia, provides that the Supplier shall furnish to the Company a sum of Rs. _____ (Rupees

_____ only) towards Performance Bank Guarantee for due and faithful performance of the Purchase Order in the form and manner specified therein covering the obligations of the Supplier.

And whereas the Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Supplier and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favor of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or execution of the Purchase Order by the Supplier and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. _____ (Rupees _____) when claim is made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The Purchase Order.

2.The decision of the Company whether any default has occurred or has been committed by the Supplier in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Supplier admits or denies the faults or questions the correctness of any demand made by The Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3.The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Supplier or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4.The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Supplier and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after _____ (**Months**) from the date herein unless a notice of the claim under this Guarantee has been served on the Guarantor on or before _____ (**Months**); i.e. the Company is entitled to lodge its claims on or before the expiry of the additional claim period, i.e. up to _____ (**Months**) for any non-performances by the Contractor during the validity period of this Bank Guarantee.

The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Supplier or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the Company to proceed against the Supplier before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the Supplier shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.

This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____. The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof _____ (Bank name and address) and Electronics Corporation of India Limited, have here unto set and subscribed the respective hands the day, month and year first above written.

Witness: Signed for and on behalf of the Bank (Guarantor)

- 1.
- 2.

Bid Security Declaration Form

(ON THE LETTER HEAD OF THE COMPANY)

Date: _____

Tender No. _____

To

ECIL,

ECIL (Post), Hyderabad

In accordance with Government of India, Ministry of Finance OM No. F.9/4/2020-PPD dated 12.11.2020

1. I/We accept that I/We will, automatically be suspended from being eligible for participating in bidding for any contract with you for the period of 1 (One) year, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:
 - a) Withdrawing our bid, or any part of our bid, during the period of bid validity against the Tender No. _____ or any extension of the period of bid validity which we subsequently agreed to;
Or
 - b) Having been notified of the acceptance of our bid by you during the period of bid validity,
 - (i) Failing or refusing to execute the Contract, or
 - (ii) Failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.
2. I/We understand this Bid Security Declaration shall expire if we are not the successful Bidder.

Signed:

[Signature of person whose name and capacity are shown below]

Name: [name of person signing the Bid Security Declaration], in the capacity of [legal capacity of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of:

[Name of Bidder]

Dated on _____ day of _____, 20__

[Corporate Seal & Signature]

.

3. **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.

4. **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 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **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.

7. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

9. **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.

10. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

11. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the 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

12. **Generic**

Quality surveillance:

1. Stores covered by the Contract shall be subjected to quality surveillance and inspection by the Purchaser's authorised Inspector.
2. The Seller shall establish a quality surveillance and inspection plan in consultation with the Inspector or inspection agency and have it approved by the Purchaser before start of manufacture. The Seller shall give notice of readiness of Stores for inspection to the Inspector and shall perform all tests and inspection in presence of the Inspector as per the terms of the Purchase specifications and approved inspection plan.
3. Any Stores submitted for inspection and rejected by the Inspector must be removed by the Seller within fourteen days from the date of receipt of intimation of rejection provided that in case of dangerous, infected or perishable Stores, the Inspector (whose decision shall be final) shall notify the Seller to

remove such Stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Seller to remove such rejected Stores and the same shall lie at the Seller's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected Stores to the Seller at the Seller's risk by such mode of transport as Purchaser may select or dispose off or segregate such Stores as he thinks fit at the Seller's risk and on his account and appropriate such portion of the proceeds as may be necessary and recover any damages or expenses incurred by the Purchaser in connection with said sale and storage if any. Freight paid by the Purchaser on Stores received and rejected after examination at destination shall be recoverable from the Seller.

4. The Stores shall be offered by the Seller for inspection at such places as may be specified by the Inspector at the Seller's risk, expense and cost.

5. The stores received by the Purchaser will also be subject to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of Stores shall be final and binding on the Seller. If any stores are rejected as aforesaid without prejudice to the foregoing provision, the Purchaser shall be at liberty to: -

I. Allow the Seller to resubmit Stores in replacement of those rejected within a time specified by the Purchaser (which time shall become essence of the Contract), the contractor bearing the cost of freight for such replacement without being entitled to any extra payment thereof.

II. Buy the quantity of Stores rejected or other items of similar nature elsewhere without affecting the Seller's liability as regards the supply of any further consignment(s) due under the Contract, if the said Contract has not been cancelled or Terminate the total contract or portion thereof and recover damages from the Seller on that account.

6. Where consignments are required to be delivered / despatched after inspection by the Inspector as per the Contract, a Shipping Release"" issued by the Inspector shall be enclosed along with the delivery challan or other shipping documents viz. (Lorry Receipt, Railway Receipt) accompanying the consignments.

7. Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Seller and/or from the specified agency.

13. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

14. **Generic**

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

15. **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.

16. **Generic**

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

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

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

17. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

18. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

19. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

20. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

21. 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.

22. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

23. 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.

24. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

OEM AUTHORIZATION & CERTIFICATE AS PER TECHNICAL SPECIFICATION

25. 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.

26. Service & Support

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

27. **Service & Support**

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

28. **Warranty**

Warranty period of the supplied products shall be 2 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.

29. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

30. **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 15 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.

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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[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 कार्यवाई 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---

