

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 11:30:00
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	2
वस्तु श्रेणी /Item Category	Mould for RFID Reader without Keypad as per attached specification and drawing , Mould for RFID Reader with Keypad as per attached specification and drawing
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Mould for RFID Reader with Keypad
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ear TAG Applicator (For Animal), Wrought Aluminium Utensils (V2) as per IS 1660, Vending Machine - Bags, Injection Moulded PVC Socket Fittings with Solvent Cement Joints for Water Supplies conforming to IS 7834 (Part 1), Chair for General Purpose
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Plastic Moulded Table - Preschool Kit Foundry Moulding Boxes of Steel Construction (V2) Conforming to IS 1280
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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?	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
प्राथमिक उत्पाद श्रेणी/Primary product category	Mould for RFID Reader without Keypad as per attached specification and drawing
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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	45000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	16

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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 :

DY GENERAL MANAGER
ECIL PO ISD DIVISION HYDERABAD -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
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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 Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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.

7. 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.

8. 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

Mould For RFID Reader Without Keypad As Per Attached Specification And Drawing (1 set)

(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
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View
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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	Lakhan Rathore	500062,ISG - Purchase, PO- ECIL	1	75

Mould For RFID Reader With Keypad As Per Attached Specification And Drawing (1 set)

(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
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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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	Lakhan Rathore	500062,ISG - Purchase, PO- ECIL	1	75

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/ Drawings/ ATP/ Inspection Procedure/ Acceptance Criteria** 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. Summary of items are as below:-

S. N.	DESCRIPTION	QTY (SET)
1	Mould for RFID Reader without Keypad as per specification and attached drawings	1
2	Mould for RFID Reader with Keypad as per specification and attached drawings	1

2. **Earnest Money Deposit (EMD):**

(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 additional claim period of 60 days. In case of EMD Submission through offline method, same should reach within 3 days of due date to shipment address mentioned above.
- (c) Submission of EMD will be waived off for eligible registered MSE / 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.

(e) 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 th

e Bid Security Declaration Form

- Vendor can submit Draft/ EFT in lieu of BG towards PBG mentioned in PO.
- Payment term:** 100% payment within 60 days from the date of receipt, acceptance and successful delivery and acceptance of Goods (45 days in case of eligible MSE bidders) at ECIL, Hyderabad.

5. **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

- Inspection Clause :** Stage Inspection at Vendor's site and Final inspection at ECIL Hyderabad. Inspection to be carried out as per Annexure-A and Final acceptance would be issued after the receipt of material at ECIL-HSS Stores in good condition.
- OEM COC / Test Certificate** from OEM/ supplier to be compulsorily submitted along with supply of materials and detailed documentation to be followed as per specification/drawings mentioned in ATC.
- Past Experience Criteria:-**The Bidder Firm / company should have minimum average annual turnover of Rs 6.7 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. 17.84 Lakh more OR
- 2). Two orders each of value Rs. 11.15 Lakh or more OR
- 3). Three orders each of value Rs. 8.92 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.

9. **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 internal test reports will be considered as delivery date for LD calculation purpose.

Formats :-

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.

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 a

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.

3. **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 %.

4. **Generic**

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

5. **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.

6. **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.

7. **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.

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 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---