

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	27-03-2026 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	27-03-2026 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>	IoT Data Logger
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	IoT Data Logger
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Digital Data Logger, data wall display, Data Logger Unit Storage, Voice Logger System, Business Intelligence and Data Analysis Software (V2), Data Recovery Software, Data Wiping Software, Hyper Converged Infrastructure for Data Center (V2), Data Wall Controller, USB Data Card / Dongle
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Digital Data Logger</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation 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) *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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
वार्षिक रखरखाव शुल्क आवश्यक / Annual 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	7 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).	16

(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 :**

DGM-Mat

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

(Dgm-mat)

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	100
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	100

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.

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
06-03-2026 15:00:00	Pre Bid Meeting Place: Purchase Conference Hall Materials Deptt. Pre Bid Meeting Address: New admin Building IOCL Gujarat Refinery Indian Oil Corporation Ltd. P.O.Jawaharnagar District Vadodara Pin 391320 Gujarat India

#### IoT Data Logger ( 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	<a href="#">Download</a>
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Annual Maintenance	
Annual Maintenance ( Minimum Percentage )	3 %
Annual Maintenance ( Maximum Percentage )	50 %
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	5 Year
Annual Maintenance Charges Frequency	Quarterly

\*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	90%
Min Cost Allocation for ICT as a % of product cost	1%
Number of days allowed for ICT after site readiness communication to seller	97 Days

**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SOUMEN HAZRA	391320,P.O Jawaharnagar 391320	1	60

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER ADDED BID SPECIFIC ATC**

1.	<b>Tender Reference No.</b>	9030M26B16
2.	<b>Tender / Item Description</b>	Design, Engineering, Manufacturing, Supply, Testing, Installation, Commissioning and 5 years PWAMC of IoT Data Logger

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.:- 0265-223-7251  E-mail id.:- beherai@indianoil.in</p>
6.	<b>Integrity Pact (IP)</b>	Not Applicable
7.	<b>Pre-Qualification Criteria (PQC)</b>	
7a.	<b>Technical PQC:</b> Not Applicable	
	<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 24.91 lakhs</p> <p>OR</p> <p>Two orders each <b>executed</b> for “similar item” where executed value is not less than INR 33.21 lakhs</p> <p>OR</p> <p>One order <b>executed</b> for “similar item” where executed value is not less than INR 41.51 lakhs</p> <p>Similar item is defined as:</p> <p>Supply with or without sitework of any of the following:</p> <ol style="list-style-type: none"> <li>i. IoT datalogger</li> <li>ii. CPCB or SPCB data transmission network of CEMS or EQMS analyzers</li> <li>iii. Analyser with data connectivity to CPCB or SPCB</li> <li>iv. Data connectivity or monitoring Services to CPCB or SPCB</li> <li>v. Establishing &amp; Maintaining data connectivity with CPCB or SPCB</li> </ol> <p>-</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 49.81 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 02 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>

8b.	<p>Vendor to report at site within 07 days from the date of intimation from IOCL</p> <p>Vendor to complete site work and handover the system after successful commissioning within 03 months after handing over of site to vendor by IOCL.</p>
9.	<p><b>Third Party Inspection</b></p> <p>Not Applicable</p>
10.	<p><b>IBR</b></p> <p>Not Applicable</p>
11.	<p><b>Payment Term</b></p> <p>For Supply Part: 90% payment will be released within thirty (30) days after receipt and acceptance of material at site and on-line submission of bills. Balance 10% payment of supply part shall be released after successful completion of site work (Installation, Testing, and Commissioning), Final handing over of the system and certification by EIC of job.</p> <p>For Site Work (Installation &amp; Commissioning): 100% payment after successful of Installation, Commissioning, Final Handover of complete functional system to IOCL and certification by EIC of job.</p> <p>For PWAMC: Payment for PWAMC 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>The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications &amp; quality and the Goods shall be brand new and have standard Guarantee/Warranty for one year period from the date of final acceptance by the consignee. Further, Scope of Warranty shall be as per GeM GTC, if not defined elsewhere in the tender.</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>PWAMC 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>
	<p><b>Performance Bank Guarantee (PBG)</b></p>

14.	<p>FIRST PBG: Bidder to submit the Performance Bank Guarantee of 5% of the cost of equipment (Supply + Sitework) excluding the cost of PWAMC Charges. The same shall be valid for complete defect liability period plus two months as claim period. i.e., Total 14 Months (12 Months for Defect Liability Period plus 2 Months for Claim Period).</p> <p>SECOND PBG: Bidder to submit the Performance Bank Guarantee of 5% of the total PWAMC Charges. The same shall be valid for complete PWAMC period plus one year. Performance bank guarantee applicable for PWAMC is to be submitted at start of the PWAMC.</p> <p>The PBG submitted after award of contract (FIRST PBG) shall be released only after new PBG (SECOND PBG) for the PWAMC period is submitted and accepted by buyer/consignee after due verification.</p> <p>In case, seller fails to submit the valid PBG or does not provide services for the PWAMC contract after expiry of warranty period then PBG of equipment shall be forfeited and payment for PWAMC shall not be released.</p> <p><b><u>SPECIAL NOTE FOR PBG:-</u></b></p> <p>PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST &amp; Women Entrepreneurs.</p>
15.	<p><b>Site Work</b></p> <p>Applicable as per specifications</p> <p>Provision regarding water and power availability at the site: No</p> <p>Charges for water and power: Not Applicable</p>
16.	<p><b>Tendered item quantity Divisible / Non-Divisible</b></p> <p>Item Quantity is Non Divisible</p>
17.	<p><b>Applicability of DMIS policy</b></p> <p>Not Applicable</p>
18.	<p><b>Minimum % of Local Content required in this tender</b></p> <p>CLASS 1 - Minimum 50 % Local Content (For Purchase Preference)</p> <p>CLASS 2 - Minimum 20 % Local Content (For participation)</p> <p>In case item is imported and bidder has participated as reseller, OEM certificate for country of origin to be submitted.</p>
19.	<p><b>Authorization to submit bids</b></p> <p>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.</p>

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 S

PECIFIC 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 7251;  
Email id. beherai@indianoil.in

### 3. 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 Annual Maintenance Charges**

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage amount to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 50% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

**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---**