



**NOTICE INVITING
TENDER FOR**

“Selection of backend partner for procurement and upgradation of Inventory Management System of COD Dehu Road”.

Ref: ITI/2026-27/Def-Mktg/IMS-Agra.

ITI LIMITED

**(A Govt. of India Enterprise)
Defence-Marketing
ITI Limited, First Floor, Core 6,
Scope Complex, Lodi Road, New Delhi-110003
website: <https://www.italtd.in/>
Email: skumar_bcdel@italtd.co.in
CIN No: L32202KA1950GOI000640**

1. Introduction.

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt. departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the GeM Bid for “**Selection of backend partner for procurement and upgradation of Inventory Management System of COD Dehu Road**”. In this connection ITI Limited, invites sealed tender from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

Date of tender Upload	13-10-2026
Due Date for tender Submission	17-10-2026 up to 03:00 PM
Estimated Cost (Approx.)	Rs. 40,50,00,000/- (Rupees Fourty crore fifty lakh only).
Technical Specification	As per mentioned in the GeM Bid:- GEM/2026/B/7884831, Dated: 14.08.2026
Pre Empanelment Queries/Pre Bid meeting	No
ITI Contact Person	Mr. Sandeep Kumar, DGM-Projects Ph.:011-24368533,24360555 Email:-skumar_bcdel@itilttd.co.in https://www.itilttd.in Helpdesk: Mr.Faiz Ahmad Khan, AM-Projects e-mail: faizahmad_nsu@itilttd.co.in
Tender Fee	Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable)
Earnest Money Deposit (EMD)	Rs. 81,00,000 /- (Rupees Eighty one lakh only).
PBG/Security Deposit/e-PBG Detail	5%
Duration of e-PBG required (Months)	38 Months
All other additional terms and Conditions	As per mentioned in the GeM Bid.
The Bank Details of ITI Limited for	The Bank Details of ITI Limited for NEFT/RTGS/Net

NEFT/RTGS/Net Banking :	Banking is as below:- Online RTGS/ NEFT Bank: State Bank Of India, Industrial Finance Branch, Residency Road, Bangalore-560025 MICR: 560002059 IFSC: SBIN0009077 A/C No.: 10637729843 EMD may also accepted in the form of BG
Mode of submission	Thru ITI e-tender portal https://itilimited.ewizard.in/ .

3. Tender Scope of work & Technical compliance:-

As per GeM Bid No: **GEM/2026/B/7884831, dated 14.08.2026**, ITI Limited intends to participate in the tender for “**Selection of backend partner for procurement and upgradation of Inventory Management System of COD Dehu Road**”.

The complete Scope of Work, Technical Specifications, Functional Requirements, Deliverables, and other applicable technical conditions shall be complied with strictly as specified in the aforesaid GeM Bid and its associated tender documents, including any subsequent corrigendum/amendments issued by the Competent Authority.

Note: All items, services, activities, and technical requirements and the Scope of Work shall be implemented & complied with in accordance with the GeM Bid No. GEM/2026/B/7884831 dated 14.08.2026, including all applicable corrigenda/amendments.

4. Instruction to Bidders

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.ewizard.in/>).

a. REGISTRATION PROCESS ON ONLINE PORTAL:

Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in/> by clicking on the link “Bidder Enrolment”.

- The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- As per portal norms Registration Fee will be applicable.

b. TENDER DOCUMENTS SEARCH:

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. BID PREPARATION:

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

5(i)	Eligibility Criteria of Applicants	
	a	<u>Company Profile:</u> The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid. 1) In case the bidder has executed any work/project with/for ITI in the last 5years, it is essential that a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project. 2) In case CMC followed by project execution, the CMC charges quoted by bidder are optional and ITI reserves the right to either award CMC to the bidder or float a separate tender at the end of project completion which will be abide by bidder. 3) Any financial liability (like contract processing fee, Agreement Stamp fee, Portal fee, BG making fee etc.) on ITI for this project will be borne by Bidder.
	b	a) The Average annual Audited financial turnover for last three (3) years shall be 162 Lakh (s). b) Net Worth of the bidding entity during each of the last three years should be in positive. c) The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted.
	c	“Selection of backend partner for procurement and upgradation of Inventory Management System of COD Dehu Road”. For more details refer to scope of work as per the GeM BID.

	d	The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date. Note: The Bidder shall furnish an undertaking signed by Authorized signatory of the Company to be provided in the letter head.	
	e	All the applicable annexures and documents are as per customer GeM BID/Tender document.	
	f	Bidder shall provide valid OEM Authorization Certificate for all the products quoted as well as certify that the proposed product is not declared end of sale. OEM documents and all applicable annexures/appendix shall be provided as per required by the GeM Bid. Note: All the Scope of work and technical specifications must compliance as per the GeM bid: GEM/2026/B/7884831, Dated: 14.08.2026.	
	g	Undertaking for willingness to work with ITI as per customer tender etc. terms and conditions.	
	h	EMD: 81,00,000 /- (Rupees Eighty one lakh only). 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.	
	i	Undertaking expressing willingness to sign agreement with ITI.	
	j	Consortium is not allowed. Bid splitting not applied. No part bidding allowed.	
	k	ITI reserve the right to reject /cancel the bid at any time without assigning any reason.	
	l	The Bidder should have experience of having successfully completed Similar Works during the last Five (5) years ending on the initial stipulated last date of submission of bids, satisfying any one of the following:- i. Three Similar Works, each costing not less than 20% of the estimated cost of the project. OR ii. Two Similar Works, each costing not less than 25% of the estimated cost of the project. OR iii. One Similar Work costing not less than 40% of the Estimated cost of the project. Similar Work:- The bidder/OEM must have the experience in the field work as mention in the scope of work and technical specification as mentioned in the customer GeM Bid.	
	m	Our company reserves the right that if any product, service or equipment is being manufactured in ITI limited, its supply and service must be provided to us by the vendor.	
	n	Warranty: - The warranty shall be as specified in GeM Bid No. GEM/2026/B/7884831 dated 14.08.2026, including all applicable terms, conditions, and requirements stipulated therein and any subsequent corrigendum/amendments issued by the Competent Authority.	
	o	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 7 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.	
5(ii)		General : Provide Compliance for the following	YES/NO
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	

	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)	
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.	
	d	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.	
	e	LD Clause: LD shall be as per ITI Clauses (@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the customer PO/tender clause whichever is higher.	
	f	Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin	
	g	The bidder shall give an undertaking for the following: a. To extend end to end support of partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Bid/Tender/ PO on back-to-back basis.(if applicable)	
	i	Consignee Details: As per bid and if any changes will be provided after the award of the work	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	Bidder should not be insolvent (Self Declaration).	
	l	ITI reserve the right to reject or cancel the bid at any time without assigning any reason.	
5(iii)		Checklist of documents/information to be submitted: (These documents shall be used for evaluating technical parameters for bidder qualification.)	
	a	Company Profile	
	b	Certificate of Incorporation a per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2023-24, 2024-25 & 2025-26)	
	e	GST Registration Certificate	

	f	Copy of PAN Card
	g	CIN (Corporate Identity Number), if applicable
	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)
	i	Authorization letter in the company letterhead authorizing the person signing the bid for this tender and Power of Attorney (POA).
	j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	k	Undertakings in Company letter head as per Annexure I.
	l	Bidders Details as per Annexure II.
	m	Clause by clause compliance of tender terms with references to supporting documents as per Annexure III.
	n	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the tender have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	o	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this tender are genuine.
	p	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.
	q	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; and Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.
	r	Complete tender and customer tender document duly signed and stamped on each page by the bidder be uploaded.
	s	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.in portal will be accepted and no physical bids will be accepted.
	t	MSE Relaxation for Years Of Experience and Turnover Yes Complete Startup Relaxation for Years Of Experience and Turnover Yes Complete
5(iv)		Financial Bid:
		L1 Evaluation Method: A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B- Margin to ITI as a percentage of A C - Absolute value of Margin = A*B D- Overall Quoted price=A-C • During evaluation bidders with least "D" will be considered as L1. • The bid having higher value of "B" will be selected in case of tied D. • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B"

	SoR & SoW Was as per Tender document and all clarifications & Amendments/Corrigendum
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6. BID SUBMISSION:

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

7. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

8. ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in/>) only.
- e) All payments should be done through e-Wizard Payment gateway.

09. Special Conditions of tender:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.

10. Special Conditions of TENDER:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."
- f. The requisite final solution to all the supplied equipments/Services must be end to end support till final solution as per RFP clause.

11. Other Terms and conditions:**Confidentiality**

- a) All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
- b) If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

12. Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

13. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- iii. Export/Deemed Export by the supplier;
- iv. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- v. Sale of goods such as drugs, which have expiry date;
- vi. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under

any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

14. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

15. Risk Purchase

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process.

16. Indemnity:

The empanelled partner to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

17. Arbitration:

Any dispute arising out of this TENDER shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

18. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

19. The interested partner may like to discuss the customer tender related information, TENDER Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

20. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

21. Language of offers:

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

22. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

23. Cost of TENDER:

The bidder shall bear all costs associated with the preparation and submission of his offer against this TENDER, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the TENDER process.

24. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the TENDER:

ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

25. Amendment of TENDER:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TENDER document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for TENDER.

26. Disclaimer:

ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

27. Accessibility of TENDER Document:

Complete Tender document with terms and conditions is provided in the following websites

- (i) <http://www.itiltd.in>
- (ii) <https://itilimited.euniwizarde.in>
- (iii) <http://eprocure.gov.in>

Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/sdo here by undertake the following

1. Are not blacklisted by Central Govt./ any State or UP Govt/ PSU/ organized sector in India
2. To work with ITI as per this TENDER and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty& post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Annexure-II

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of the business			
4.	Annual Turnover for financial years (Rs in Cr)	2023-24	2024-25	2025-26
5.	IT Turnover for 3 financial years (Rs in Cr)	2023-24	2024-25	2025-26
6.	Positive Net Worth as on 31.03.2026			
7.	Date of Incorporation,			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12.	Work Experience details: Annexure IV			
13.	ISO Certificates, If Any.			

Annexure-III

Compliance Statement

Sl. No.	Clause No.	Clause	Compliance (Complied/Not Complied)	Remarks with Documentary Reference

Annexure- IV

Project Experience

Sl. No.	Name of project	Value	Name of customer	Attached Proof	Documentary

INTEGRITY PACT

TENDER No.

THIS Integrity Pact is made on.....day of 2025.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... represented by
Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

Preamble:

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the TENDER process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through

which the bidder(s) could obtain an advantage in relation to the TENDER process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the TENDER process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack if any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empanelled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empanelled partners / associates.
- 6.3 The Principal will disqualify from the TENDER process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empanelled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:s

Name:ShriAtul Jindal IFS (Retd.),

Independent External Monitor (IEM)

Address- 3/10 VisheshKhand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

E-mail: atulindia1947@gmail.com

IEM – II

Shri Benny John, IRS (Retd.),

Villa No. 36, Kent Plam Villas,

Fort Valley Township, Athani,

Kakkanad, Ernakulam,

Kerala – 682 030

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toWeeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the

Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

- 1.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned
in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-09-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-09-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :elect-engr@gov.in Buyer Email id: electengr-424@gov.in
कुल मात्रा/Total Quantity	5
वस्तु श्रेणी /Item Category	Upgradation of Inventory Management System of COD Dehu Road
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Upgradation of Inventory Management System of COD Dehu Road
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Package No. 6 Atal Tinkering Lab of Niti Aayog - Learning Management System, WELDING ELECTRODE - Air arc gouging electrode (BEML) -as per C4117 BEML Welding Electrode, Accounts and Bill Monitoring Management System Software
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Marshalling boxes For Switchyard of 66KV Substations (PSPCL)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	162 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	162 Lakh (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
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	Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	2
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	2
विगत प्रदर्शन / Past Performance	10 %
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	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details	
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	8100000

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).	38

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

President of India
PCDA New Delhi Africa Avenue
(Pcda New Delhi)

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period

shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

7. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

9. 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.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

12. 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

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
20-08-2026 11:00:00	MGS Conference Hall room No 243 A wing Sena Bhawan New Delhi

Upgradation Of Inventory Management System Of COD Dehu Road (5 Unit)

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Agra	5	365

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

1. 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.

2. Generic

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

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

3. 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.

4. 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.

5. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---

BUYER ADDED ADDITIONAL TERMS AND CONDITIONS

1. The case pertains to proc of Upgradation of Inventory Management System of COD Dehu Road as per Technical Specification.
2. Bidders are required to submit clause by clause compliance to this bid and technical Specification alongwith supported documents as specified in the Bid and Technical Specification. Format of bid form (Covering letter) to be submitted by the bidder is attach as **Appendix 'A'**.
3. Eligibility Criteria. Format of Eligibility Declarations to be submitted by the bidder is attached as **Appendix 'B'**
4. This Buyer added terms and conditions is divided into five Parts as follows:-
 - (a) **Part I**. Contains General Information and Instructions for the Bidders about the BID such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II**. Contains essential details of the items/ services required, such as the Schedule of Requirements (SoR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III**. Contains Standard Conditions of BID, which shall form part of the Contract with the successful Bidder.
 - (d) **Part IV**. Contains Special Conditions applicable to this BID and which also form part of the contract with the successful Bidder.
5. This BID is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the BID, should it become necessary at any stage.
6. **Eligibility to Participate and Preference Policies.**
 - (a) Subject to provisions in the BID, this invitation for Bids is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.
 - (b) Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 6(a) above.
 - (c) The bidder, it's affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-
 - (i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;
 - (ii) Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

(iii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

(aa) Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

(ab) Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

(ac) Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

(iv) Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ blacklisted/ banned/ debarred as above.

(v) Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

(aa) With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

(ab) With near relations of executives of the Procuring Entity involved in this Tender Process.

(vi) Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

(d) The bidder must also fulfil other additional eligibility condition/s, if any, as may be prescribed in the BID and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

(e) Class-I/ Class-II Local Suppliers and Non-Local Suppliers (as defined by DPIIT) shall be eligible, subject to certain conditions as mentioned in the BID.

(f) Bidders from specified countries sharing land borders with India (excluding those in development partnership with India, or where lines of credit have been extended by the GoI) shall be eligible to bid, subject to certain conditions as mentioned in the BID.

(g) The Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers and or Micro and Small Enterprises (MSEs) as specified in the BID.

(h) For indigenisation/ development contracts, Indian Vendors will be eligible, subject to meeting the definition of Indian Vendors and certain other conditions as mentioned in the BID.

PART I - GENERAL INFORMATION

1. **Last Date and Time for Submitting the Bids:** As per GeM Bid.
2. **Manner of Submitting the Bids.** Online bids should be submitted on GeM.
3. **Time and Date for Opening of the Bids:** As per GeM Bid.
4. **Location of the Tender Box (in case of Manual Bidding):** Not Applicable
5. **Place of Opening of the Bids:** Online on GeM Portal.
6. **Two Bid System.** As per GeM Bid.
7. **Submission of Bids.** Bids should be submitted online by the Bidders under their Digital Signature or in case of manual bidding, under their original memo/ letter pad, inter alia, furnishing details like TIN, GST number, Bank address with Electronic Funds Transfer (EFT) Account, etc., and complete postal & e-mail address of their office.
8. **Pre Bid Meeting Clarification Regarding Contents of the Bid.** The e-Procurement application provides an interface for vendors to seek clarifications online and / or during the Pre bid meeting. Details of Pre Bid are as per GeM Bid.
9. **Modification and Withdrawal of the Bids.** A Bidder may modify or withdraw his Bid after submission, as per GeM modalities. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period, will result in forfeiture of the EMD/ bid security submitted by the concerned Bidder.
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on his Bid. The request for clarification/s will be given in writing and no change in prices or substance of the Bid will be sought, offered or permitted. No post-Bid clarification/s on the initiative of the Bidder, will be entertained.
11. **Rejection of the Bids.** Canvassing by the Bidder in any form, unsolicited letter/s and post-tender correction/s, may invoke summary rejection, with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Bid.
13. **Validity of Bids.** As per GeM Bid.

14. **Earnest Money Deposit (EMD)/Bid Security.** Bidders are required to submit EMD/ bid security for an amount mentioned in GeM Bid documents along with their Bids. The EMD/ bid security may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain **valid for a period of 90 days** beyond the final bid validity period. EMD/ bid security of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having Udyam Registration/ Startups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

15. **Bid Securing Declaration.** In place of a Bid security, the Bidders are required to sign a bid securing declaration, 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 before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids. Format att as **Appendix 'C'**

16. Special Instructions to Contractors/ Bidders for e-submission of bids online through e-Procurement Portals, may be adhered to. The details of the EMD and other documents submitted physically to the Organisation and the scanned copies furnished at the time of bid submission online, should be the same, otherwise the Tender will be summarily rejected.

17. **EMD instruments and certificates/ documents:-** Physical copy of EMD, payable in favour of PCDA, New Delhi to be deposited by bidders at Room 430, C Wing, MGS Branch Sena Bhawan within 5 days (including Saturday & Sunday) of Bid End Date failing which the Bidders will be disqualified.

17.1 Bidder to forward mail with following details to deposit the EMD:-

17.1.1	Name	:
17.1.2	Aadhaar No	:
17.1.3	Company details	:
17.1.4	Date and time of arrival for deposition of EMD	:

17.2 Bidders rep to be present at gate No 1 Sena Bhawan between 0930 hrs to 1700 hrs on any working day (except Saturday) for deposition of physical EMD with prior information of the same by mail.

17.3 **Contact Details.**

17.3.1 Till placement of SO: IHQ of MoD (Army), MGS Proc (L &E)

17.3.1.1 Email ID : electengr-424@gov.in

17.3.1.2 Contact No : 21411175

17.3.2 After placement of SO : IHQ of MoD (Army), OS-17

17.3.2.1 Email ID : electengr-17@gov.in

17.3.2.2 Contact No : 23013322

Eligibility Conditions and Preference Policies

18. **Bidders from Specified Countries.** Orders issued by the Government of India restricting procurement from bidders of certain countries which share land border with India under Rule 144(xi) of GFR 2017 shall apply to this procurement, as follows:-

(a) Any bidder from a country, which shares a land border with India, excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

(b) In Bids for Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from such Restricted Countries unless such contractor is similarly registered with the Registration Committee constituted by the DPIIT. In such cases the bidders shall enclose certificate in the Bid Form.

(c) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services), and turnkey projects, only if the bidder is similarly registered with the Registration Committee constituted by the DPIIT. The bidders shall enclose certificate in this regard in the Bid Form.

(d) "Bidder from such Restricted Countries" for the purpose of this clause means: -

- (i) An entity incorporated, established, or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established, or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or

- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(e) The 'beneficial owner' for the purpose of sub-paragraph (d) above shall be as under:-

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

(ii) Explanations for the sub-paragraph (i) above are given below:-

(aa) "Controlling ownership interest" means ownership of or entitlement to more than 25% of shares or capital or profits of the company.

(ab) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

(ac) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15% of capital or profits of the partnership.

(ad) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals.

(ae) Where no natural person is identified under sub-paragraphs (aa), (ab), (ac) or (ad) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(af) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(f) An 'agent', for the purpose of sub-paragraph (c) above, shall be a person employed to do any act for another, or to represent another in dealings with third person.

19. **Conflict of Interest among Bidders/ Agents**. A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer's interests. The Bidder found to have a conflict of

interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

- (a) They have controlling partner(s) in common; or
- (b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (c) They have the same legal representative/agent for purposes of this Bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or
- (e) Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of components/ sub- assemblies/ assemblies from one bidding manufacturer in more than one bid.
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one Bid from the following:-
 - (i) The principal manufacturer directly or through one Indian agent on his behalf; and
 - (ii) Indian/ foreign agent on behalf of only one principal.
- (g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

20. **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.**

(a) **Verification of Local Content.**

- (i) The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (ii) In cases of procurement for a value in excess of ₹ 10 crore, the Class-I local supplier/ Class-II local supplier shall be required to provide a

certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(iii) Complaints about Local Content declarations may be made through the channels of Procuring Entity. (Procuring Entity may prescribe fees for such complaints).

(iv) False declarations shall be in breach of the Code of Integrity under Rule 175(1) (i)(h) of GFR 2017, for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR 2017, along with such other actions as may be permissible under law.

(v) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

(b) All bid where the base contract price exceeds ₹10 crore, a certificate of IC, issued by the Responsible Designated Official, i.e. the Contract Signing Authority, Authorised Signatory, etc. of the vendor and certified by the Statutory Auditor or Cost Auditor (in case of companies) and by a practicing Cost Accountant or Chartered Accountant (in respect of vendors other than companies) is to be submitted along with bid, as per DPMF 33 att as **Appendix 'D'**.

Eligibility Declarations

21. The following declarations shall be made by the Bidder and submitted along with the Bid:-

(a) Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India.

"We, M/s, hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:-

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered as per **Appendix 'E'**.

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

(b) Make in India Status.

“We, M/s, having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or Class-II Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid].

We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date)” attached as **Appendix ‘F’**.

22. Bidders applying under MSE and Startup Categories.

MSE Status. As per MSE Policy.

Qualification Criteria**24. Experience and Past Performance.**

(a) The Bidder should have regularly for at least the last **three** years, ending 31st March of the previous financial year (hereinafter called ‘The Relevant Date’), manufactured, supplied and/or installed **5%** with the same or higher specifications (hereinafter called ‘The Product’); att as **Appendix ‘G’**

(b) The bidder’ should have manufactured and supplied at least Qty **05%** numbers (herein after referred as ‘The Qualifying Quantity’) of ‘The Product’ in at least one of the last five years ending on ‘The Relevant Date’; and out of which

(c) At least Qty **00** number of offered version/ model of ‘The Product’ should be in successful operation for at least **03** years on the date of bid opening.

25. Financial Standing (Under all Conditions).

(a) The average annual financial turnover of ‘The Bidder’ during the last three years, ending on ‘The Relevant Date’, should be at least ₹ 1.62 Cr. (or equivalent in foreign currency at exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(b) The net worth of the Bidder firm (manufacturer or principal of authorised representative) on 'The Relevant Date' should not be less than 5% of the estimated value of the contract.

(c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. [Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.]

26. **Additional Criteria.**

(a) **Applicability to 'Make in India'.** Bidders (manufacturer or principal of authorized representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided:-

(i) Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

(ii) The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

(iii) The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered, including all warranty obligations, as per the standard and special conditions of contract.

(b) **Authorised Representatives.** Bids of Bidders quoting as an authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

(i) Their principal manufacturer meets all the criteria above without exemption; and

(ii) The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

(iii) The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation, satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

(c) **For Existing Successful Past Suppliers.** In case the Bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past **two** procurements, does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past.

(d) **Joint Ventures and Holding Companies.** Credentials of the partners of Joint Ventures cannot (repeat cannot) be clubbed for the purpose of compliance of Pre Qualification Criteria in supply of Goods/ Equipment, and each partner must comply with all the Qualification Criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

PART II - ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** List of items required are as follows : -

S. No	Description	A/U	Qty
1.	Automated Storage and Retrieval System (Bin Based) NEO	Nos	01
2.	Shorter for Small Medium Goods	Nos	01
3.	Tower Lights	Nos	110
4.	TBC with Flexible Conveyor	Nos	05
5.	Pick Path Management Suite	Nos	04
6.	UPS, Earthing an associated ducting and cabling to length	Nos	05
7.	Auto Dimension and Weight Scanning (DWS) System	Nos	05
8.	Label Printer	Nos	10
9.	HHD Units	Nos	14
10.	Automation Contral Software	Nos	01
11.	Automation Control System	Nos	05
12.	WIFI Routers	Nos	05
13.	PTL Control Boxes	Nos	63
14.	PTL Modules	Nos	702
15.	Long Span Shelving System	Nos	50
16.	Pallet Storage System	Nos	1004
17.	MHE Lite	Nos	5

2. **Technical Details:-** As per Technical Specification uploaded on GeM bid.

3. **Two Bid System.** In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specifications, bringing out clearly the deviations from specifications, if any.

4. **Delivery Period.** Delivery period for supply of items would be as mentioned in GeM bid from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD and Denial Clause.

Equipment/Contracted item not delivered within 12 months from the last date of Delivery Period then BG will be forfeited without any advance intimation.

5. **International Commercial Terms (Incoterms) for Delivery and Transportation.** The manufacturers shall be responsible for the safe delivery of the stores at the consignee's end and transit damage if any shall be promptly attended by them.

CIP Destination. The date on which the delivery is effected at the destination mentioned in the contract. The CIP terms of delivery may be applied both for domestic as well as imported supplies.

6. **Consignee Details:-** COD Dehu Road.

PART III - STANDARD CONDITIONS OF BID

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the BID mentioned below.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The Contract shall come into effect on the date of signing of the Contract or as mutually agreed by the Parties and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
3. **Arbitration.** . All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, shall be resolved through arbitration. The standard clauses of arbitration are as per **Appendix H.**
4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has been committed, shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to, termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the Original Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary/OEM Authorised Vendor/ Government sponsored Export Agency (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any

way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller, who shall, in such an event, be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Contract as described in clauses relating to Agents/ Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/

transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

(a) In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

(b) **Inordinate Delays:** Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

(a) The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than 06 months as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

(d) The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

(e) The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

(f) Any special circumstances that are to be recorded to justify the termination of the Contract.

(g) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or sent by Fax, e-mail, or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Subletting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

13. **Amendments.** No provision of the present Contract shall be changed or modified in any way (including this provision) either in whole or in part, except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes, Duties and Levies.**

(a) All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries (applicable in case of proposals involving foreign procurements).

(b) All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

(c) Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the BID. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(d) If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

(e) Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

(f) Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such

adjustments shall include all reliefs, exemptions, rebates, concessions, etc., if any, obtained by the Seller.

(g) Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

(h) Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

(j) In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

(k) In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

15. **Integrity Pact Clause**. An “Integrity Pact” would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases exceeding Rs 5 Crore. This is a binding agreement between the Buyer and the Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and the Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific contracts agree with the Buyer to carry out the procurement in a specified manner. The Bidders are to submit the Integrity Pact along with their bids (Technical/ Commercial, whichever is earlier). The validity of the Integrity Pact shall be from the date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the complete satisfaction of both, the Buyer and the Bidder/ Seller, whichever is later. In case the Bidder is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract. The Format of Integrity Pact will be as per **Appendix ‘J’**. The essential elements of the Pact are as follows:-

(a) A pact (Contract) between the Government of India (Ministry of Defence) (the authority or the “Buyer”) and those companies submitting a tender for this specific activity (the “Bidder”).

(b) An undertaking by the Buyer that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation.

(c) A statement by each Bidder that it has not paid, and will not pay, any bribes.

(d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question, to anybody (including agents and other middlemen as well as family members, etc., of officials). The disclosure would be

made either at the time of submission of Bids or upon demand from the Buyer, especially when a suspicion of a violation by that Bidder emerges.

(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:-

(i) Denial or loss of Contracts.

(ii) Forfeiture of any or all forms of security deposits/ bonds/ guarantees, including Performance Bond, submitted by the Bidder either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefor.

(iii) (Covered in item above) Liability for damages to the Buyer.

(iv) Provisions of Sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reasons for imposing sanction for violation of this Pact.

(v) Debarment of the violator by the Buyer for an appropriate period of time.

16. **Denial Clause**. In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV - SPECIAL CONDITIONS OF BID

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the BID mentioned below.

1. **Performance Guarantee.**

(a) **Indigenous Cases.** The Bidder will be required to furnish a Performance Guarantee by way of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to 5% of the Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty.

(b) The specimen of PBG i.e **DPMF -15 att as Appendix K.**

(c) In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

(d) Provisions relating to sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason therefor.

2. **Option Clause and Repeat Order Clause.** NA

3. **Tolerance Clause.** NA

4. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS as per **DPMF 17 att as Appendix 'L'**. Payment will be made as per the following terms, on production of the requisite documents:-

4.1 100% payment will be made after Upgradation/installation (whichever is applicable), functional check and quality check by Board of Officers detail by User Dte.

4.2 **Advance Payments.** No advance payment(s) will be made.

5. **Paying Authority.** PCDA, New Delhi

(a) **Indigenous Sellers.** The payment of bills will be made on submission of the following documents (as applicable) by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of Contingent bill/ Seller's bill.
- (ii) Ink-signed copy of Commercial invoice.
- (iii) Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as GST challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.
- (vii) Exemption certificate for taxes/ duties, if applicable.
- (viii) Copy of Advance Payment Bank Guarantee (APBG), if any.
- (ix) Guarantee/ Warranty certificate, if applicable.
- (x) Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond, where applicable.
- (xi) DP extension letter with CFA's sanction, UO Number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment, viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Supply Order/ Contract).
- (xiii) Any other document/ certificate that may be provided for in the Supply Order/Contract.
- (xiv) User Acceptance.

6. **Fall Clause.** The following Fall clause will form part of the Contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

(b) If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports/ Deemed Exports by the Seller.
- (ii) Sale of goods such as drugs, which have expiry dates.

(c) The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ Rate Contract:-

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below:-

.....

7. Risk & Expense Clause.

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the Contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover Liquidated Damages (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check-proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate the Contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- (i) Such default.
- (ii) In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier, as the case may be, over the Contract price appropriate to such default or balance, shall be recoverable from the Seller. Such recoveries shall not exceed 50% of the value of the Contract.

(e) The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

8. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

(b) In such circumstances, the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce/ Commerce and Industry or other competent authority or organisation of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement/ Contract for the goods/ stores received.

9. **Specifications.** The following Specifications clause will form part of the Contract placed on the successful Bidder:-

“The Seller guarantees to meet the specifications as per BID and to incorporate the modifications to the existing design configuration to meet the specific requirements of the Buyer as per modifications/ requirements recommended after the Maintainability Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures,

indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques, along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within 90 days of affecting such upgradation/ alterations.”

10. **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory as per **Appendix ‘M’**. **The entity/ firm who has successfully completed same or similar project will be considered OEM for this project without any time limit.**

11. **Earliest Acceptable Year of Manufacture** Manufacturing date of items supplied should be after the placement of Supply Order. Quality and Life certificate will need to be enclosed with the Bill.

12. **Packing and Marking**. The following Packing and Marking clause will form part of the Contract placed on the successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/ goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment (if applicable), storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/ goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton, indicating the under-mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six, then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract Annex Number :
- (iv) Annex Serial Number :
- (v) Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) Contract No. :
- (ii) Consignee :
- (iii) Importer :
- (iv) Port/ airport of destination :

.....

- (v) Ultimate consignee :
- (vi) Seller :
- (vii) Package No. :
- (viii) Gross/ net weight :
- (ix) Overall dimensions/ volume :

.....

- (x) The Seller's marking :

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo, etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/ goods from damage or deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.

13. **Quality.** The quality of the stores delivered according to the present Contract, shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the Seller's country or specifications enumerated as per the BID, and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e not manufactured before the date of placement of SO and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers, wherein it should be mentioned that the item would provide as much life as the original item.

14. **Quality Assurance.** The Seller would provide the Standard Acceptance Test Procedure (ATP) within One (01) month of the date of signing the Contract and before JRI. BOO reserves the right to modify the ATP. The Seller would be required to provide all test facilities at his premises for acceptance and inspection by the Inspection Agency. The details in this regard will be coordinated during the negotiation of the Contract. The item should be of the latest manufacture, conforming to the current

production standard, and having 100% defined life at the time of delivery. ATP shall be mutually finalized between Vendor and BOO based on technical specifications.

15. **Inspection Board of Officers**

15.1 Post Dispatch Inspection at consignee site after the installation/ upgradation (whichever is applicable) at store house of Automatic Stacking & Retrieval of stores in COD Agra.

16. **Pre-Dispatch Inspection (PDI)**. Not Applicable.

17. **Joint Receipt Inspection (JRI)**. The following JRI clause will form part of the Contract placed on the successful Bidder:-

(a) The Parties agree that the JRI of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ ammunition)/ 90 days (for other than armament/ ammunition) of arrival of the goods at the Port of Consignee. JRI will consist of the following:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the Contract and the invoices.

(ii) Complete functional checking of the stores/ equipment as per specifications in the Contract and as per procedures and tests laid down by the Buyer but functional checking of spares shall not be done.

(iii) Check-proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of 15 days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio-data of the Seller's representative will need to be communicated 15 days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only, and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, the Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the Contract. In case there are claims, the Acceptance Certificate shall be issued by the Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/ equipment fully accepted.

18. **Franking Clause**. The following Franking clause will form part of the Contract placed on the successful Bidder:-

(a) **Franking Clause in the case of Acceptance of Goods.** “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.”

(b) **Franking Clause in the case of Rejection of Goods.** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract.”

19. **Claims.** The following Claims clause will form part of the Contract placed on the successful Bidder:-

(a) The claims may be presented either:-

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

OR

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the Contract.

(b) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. Quality claims shall be submitted to the Seller as per **DPMF 18.**

(c) The quantity claims for deficiency in quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per **DPMF 19.**

(d) The description and quantity of the stores are to be furnished to the Seller, along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed with the presented claim/s. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period, the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft drawn on any Indian Public or

Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

20. Warranty: -

(a) The following Warranty will form part of the Contract placed on the successful Bidder:-

(i) The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications for installation/ upgradation (whichever is applicable) at store house of Automatic Stacking & Retrieval of stores in COD Agra.

(ii) The Seller warrants for a period of 24 months from the date of completion of JRI of the last lot and acceptance of stores by JRI or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the Contract and each component used in the manufacture thereof, shall be free from all types of defects/ failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of down time. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/ replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair backup during the warranty period of the equipment shall be provided by the Seller, and he will ensure that the down time is within 02% of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and the Quality Assurance Agency of the Buyer during warranty repair, and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If particular equipment/ goods fail frequently and/ or the cumulative down time exceeds 02% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 15 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after JRI by the Buyer or date of installation and commissioning, whichever is later.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the Contract, the Seller undertakes that the warranty period for the goods/ stores shall be extended by that extent.

(viii) The Seller will guarantee the shelf life of 10years under Indian tropical conditions, as given below:-

- | | | | |
|------|---------------------|---|-------|
| (aa) | Minimum temperature | : | |
| (ab) | Maximum temperature | : | |
| (ac) | Average Humidity | : | |

21. **Annual Maintenance Contract (AMC) Clause.** Not applicable.

Appendix 'A'
(Ref Para 2 of Buyer added
additional terms and conditions)

BID FORM (COVERING LETTER)

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

The President of India, through
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Ref: Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. **Our Credentials**

(a) We are submitting this bid: -

- (i) On our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted.
- (ii) As authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted as per format (OEM's Authorization).

- (iii) As agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted as per format (Declaration by Agents/ Associates of Foreign Principals/ OEMs).
- (b) We..... hereby certify that ☐ We/ ☐ our Principals/OEM M/ s..... are proven, established, and reputed manufacturers with factories at which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.
2. **Our Eligibility and Qualifications to Participate.** We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents as per format. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.
3. **Our Bid to Supply Goods.** We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted as per format.
4. **Prices.** We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:-
- (a) Based on terms of delivery and delivery schedule confirmed by us.
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein.
- (c) Based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive.
- (d) Have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to the fwg:-
- (i) Those prices.
- (ii) The intention to submit an offer.
- (iii) The methods or factors used to calculate the prices offered.
- (e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.
5. **Affirmation to terms and conditions of the Tender Document.** We have understood the complete terms and conditions of the Tender

Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in 'Terms and Conditions - Compliance' format. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6. **Bid Securing Declaration.** We have submitted the Bid Securing Declaration in stipulated format.
7. **Abiding by the Bid Validity.** We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.
8. **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies.**
We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.
9. **A Binding Contract.** We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.
10. **Performance Guarantee and Signing the contract.** We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.
11. **Signatories.** We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. We acknowledge that our digital/digitized signature is valid and legally binding.

12. **Rights of the Procuring Entity to Reject bid(s).** We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Appendix 'B'

(Ref Para 3 of Buyer added additional terms and conditions)

ELIGIBILITY DECLARATIONS

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details] _____

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

We hereby confirm that we are comply with all the stipulation of all clauses and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. **Legal Entity of Bidder:** _____
2. **OEM/ Manufacturer/ Agent/ Dealership Status:**
3. We ☐ are/ ☐ are not a JV _____
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(a) Are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.

(b) Including our Contractors/ subcontractors for any part of the contract.

(i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes.

(ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

(d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017.** We certify as under:-

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

(a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed).

(b) We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6. **MSME Status.** Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:-

(a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....

(b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

(c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7. **Start-up Status.** We confirm that we ☐ are/ ☐ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8. **Make in India Status.** Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:-

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:-

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):-

- ☐ Class-I Local Supplier/
☐ Class-II Local Supplier/
☐ Non-Local Supplier.

(c) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods.
☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. **Self-Declaration by Indian Agents/ Associates of Foreign Principals.**

(a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of bid.

(b) Agency Agreement shall be submitted with Form. It shall cover the fwg:-

- (i) The precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender.
(ii) Any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

(c) Our Foreign principals, explicitly authorizing us to make an offer in response the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder.

(e) Confirmation is given herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10. **Penalties for False or Misleading Declarations.** We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

Appendix 'C'

(Ref Para 15 of Part I of Buyer added additional terms and conditions)

DOCUMENTS RELATING TO BID SECURITY

Note: To be submitted as part of Technical bid, along with supporting documents, if any.

Submit as per format as part of Technical bid. Bidders exempted from submission of bid security are also required to submit this.

BID SECURING DECLARATION

(on Company Letter-head)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

The President of India, through
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam

1. We, the undersigned, solemnly declare that:
2. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration.
3. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-
 - (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity.
 - (b) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:-
 - (i) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (ii) Fail or refuse to sign the contract.

4. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:-
- (a) Cancellation of the entire tender process or rejection of all bids.
 - (b) Bid awarded to successful bidder.
 - (c) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....
[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

Appendix 'D'

(Ref Para 13(b) of Part I of Buyer added
additional terms and conditions)

FORMAT FOR CERTIFICATION OF INDIGENOUS CONTENT (IC) VENDOR'S CERTIFICATE

This is to certify that we, (Name of Vendor) have
achieved / are offering the following IC (**Proforma to be attached**) in the
accompanying delivery under contract / equipment being offered for
trials/prototype/delivery, as defined in the Defence Procurement Manual
and as required under the RFP / Contract (tick whichever is applicable)
No.dated

Signed by:

Responsible Designated Official / Seal of Vendor

Authorised Signatory Date:

.....

(Name of the Signatory and Name of Vendor)

AUDITOR'S CERTIFICATE

We (legal name of Verification Firm),
established in ... (Full address) represented for signature of this
Verification Certificate by (Name and designation of Authorised
Representative), hereby certify that:-

The above mentioned Indigenous Content (IC) proforma has been examined
and all checks of the supporting documentation and accounting records
deemed necessary were carried out in order to obtain reasonable
assurance that, in our opinion, based on our Verification, the Indigenous
Content percentage% (in numbers and words) reflected in the above
mentioned proforma has been achieved by(Name of Vendor) during the
manufacture of(Name of Equipment).

Certified by:

Statutory Auditor/ Cost Auditor/ Seal of Verification Firm

Certified or Licensed Cost Accountant/ Date:

Chartered Accountant (as applicable) (Name /Name of Firm)

Membership Number / Registration Number

Appendix 'E'

(Ref Para 14(a) of Part I of Buyer added additional terms and conditions)

SUBJECT: RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. FM 8/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:-

Appendix 'F'

(Ref Para 21(b) of Part I of Buyer added additional terms and conditions)

MAKE IN INDIA CERTIFICATE

1. In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent clarification No P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021, we hereby certify that we M/s _____, are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____.

2. Details of location at which local value addition will be made is as follows:
_____ (Place).

3. We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4. The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

(Vendor's Seal & Sign)

(Chartered Accountant Seal & Sign)

Appendix 'G'

(Ref Para 24(a) of Part I of Buyer
added additional terms and conditions)

QUALIFICATION CRITERIA - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Qualification Criteria.

1. Location of the manufacturing Factory _____.
2. Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
3. Details of arrangement for quality control of products such as laboratory etc.
4. Details of Technical Supervisory staff-in-charge of production and quality control
 - (a) Skilled labour employed.
 - (b) Unskilled labour employed.
 - (c) The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
5. Installed production capacity of item(s) quoted for, with the existing plant and machinery.
 - (a) The installed monthly production capacity for-----and the type of-----.
 - (b) What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.

(c) Average monthly production of ----- during the last 5 years on a single shift basis.

(d) Existing order on hand for -----.

6. Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Performance Statement.

7. Any other relevant information regarding qualification criteria.....

8. Documents Attached supporting the compliance to qualification criteria:

S.No	Document Attached, duly filled, signed, and copies self-attested
(a)	
(b)	
(c)	

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

Appendix H

(Refers to Para 3 of Part III of Buyer Added terms and conditions)

STANDARD ARBITRATION CLAUSES**Indigenous Private Bidders**

1. All disputes or differences arising out of or in connection with the present contract, including the one connected with the validity of the present contract or any part thereof, shall be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 21 (twenty one) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
3. Within 60 (sixty) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
4. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time), and the award of such Arbitration shall be enforceable in Indian Courts only.
6. The decision of the Arbitrator shall be final and binding on the parties to the contract.
7. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration, including the fees and expenses, shall be shared equally by the parties, unless otherwise awarded by the sole Arbitrator.
8. The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings, except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note:- In the event of the parties deciding to refer the dispute(s) for adjudication to an Arbitration Tribunal, then both parties can mutually agree on the number of arbitrators (which cannot be an even number) to be appointed. In case there is no agreement, a single (sole) arbitrator may be appointed. The parties can mutually agree on a procedure for appointing the arbitrator or arbitrators, or else, in case of arbitration with three arbitrators, each party will appoint within 60 (sixty) days of receipt of the notice

one arbitrator and the two appointed arbitrators will appoint the third arbitrator within 90 (ninety) days, who will act as the presiding arbitrator. If one party fails to appoint an arbitrator within 60 (sixty) days, or if the two appointed arbitrators fail to agree on the third arbitrator, then the court/ authority concerned may appoint any person or institution as arbitrator. The application for appointment of the third arbitrator in such cases has to be made to the Chief Justice of the High Court within whose jurisdiction the parties are situated. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller.

Foreign Bidders

1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 60 (sixty) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.
3. Within 60 (sixty) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the Seller and one arbitrator shall be nominated by the Buyer.
4. The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, shall be nominated by the parties within 90 (ninety) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of the United Nations Commission on International Trade Law (UNCITRAL) by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
5. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
6. The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time), and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only or as may be mutually agreed between the parties.
7. The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
8. Each party shall bear its own cost of preparing and presenting its case. The

cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.

9. In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

10. In the event of a vacancy caused in the office of the arbitrators, the party which appointed such arbitrator shall be entitled to appoint another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

11. In the event of one of the parties failing to appoint its arbitrator within 60 (sixty) days as above or if any of the parties does not appoint another arbitrator within 60 (sixty) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 (thirty) days, to request the International Chamber of Commerce, Paris, or dispute resolution institutions in India, like the Indian Council of Arbitration (ICA) or the International Centre for Alternate Dispute Resolution (ICADR) etc., to appoint another arbitrator as above.

12. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings, except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note:- The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris, shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator and fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time).

CPSUs/ DPSUs

1. In the event of any dispute or difference between CPSUs/ DPSUs and Departments/ Organisations under MoD, relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred at the First level (tier), to a Committee comprising of Secretaries of the Administrative Ministries/ Departments to which the disputing parties belong and Secretary, Department of Legal Affairs. In case the two disputing parties belong to the same Ministry/ Department, the Committee may comprise of the Secretary of the Administrative Ministry/ Department concerned and Secretary, Department of Legal Affairs. Secretary, Department of Public Enterprises may be invited in case the dispute pertains to a CPSE. The resolution of such disputes shall be by unanimous decision of the Committee.

2. In case the dispute remains unresolved after consideration by the Committee, it will be referred at the Second level (tier), to the Cabinet Secretary, whose decision will be final and binding on all concerned.

3. The procedure in this regard, referred to as the Administrative Mechanism for Resolution of Commercial Disputes (AMRCD), is available in Department of Legal Affairs/ Ministry of Law & Justice's OM No. 334774/DoLA/AMRD/2019 dated 31 Mar 2020.

Appendix 'J'

(Refers to Para 15 of Part III of Buyer
Added terms and conditions)

FORMAT OF INTEGRITY PACT**General**

1. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, the President of India represented by (name and designation of the officer), (name of organisation of the officer), Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by..... (name and designation of the individual), (hereinafter called the "BIDDER/ SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

2. WHEREAS the BUYER proposes to procure {name of good(s)/ service(s)} and the BIDDER/ SELLER is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department/ Organisation of the Government of India/ PSU performing its functions on behalf of the President of India.

Objectives

3. NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

Commitments of the BUYER

4. The BUYER commits itself to the following:-

4.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The BUYER shall during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

4.3 All the officials of the BUYER shall report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

5. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

5.1 The BIDDER shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

5.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract

or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

5.3 The BIDDER shall disclose the name and address of its agents and representatives and the Indian BIDDER shall disclose its foreign principals or associates.

5.4 The BIDDER shall disclose the payments to be made by it to agents/ brokers or any other intermediary, in connection with this bid/ contract.

5.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially, to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make, to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the bid/ contract and the details of services agreed upon for such payments.

5.7 The BIDDER shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.8 The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

5.10 The BIDDER commits to refrain from giving any complaint, directly or through any other manner, without supporting it with full and verifiable facts. Complaint, if any, shall be processed as per MoD Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of the Integrity Pact.

5.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

5.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

6. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

7. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

8. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required:-

8.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

8.2 Forfeiture of any or all forms of security deposits/ bonds/ guarantees submitted by the BIDDER either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

8.3 To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.

8.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

8.5 To encash the Advance Payment Bank Guarantee and Performance Bond/ Warranty Bond, if furnished by the BIDDER, in order to recover the

payments, already made by the BUYER, along with interest.

8.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8.7 To debar the BIDDER from participating in future bidding processes of the Ministry of Defence and/or Government of India as per the extant policy of MoD/ Gol.

8.8 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to debar the BIDDER from the bid process or rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon the Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon the Government servant.

8.9 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8.10 To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the Contract.

8.11 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

9. The BUYER shall also be entitled to take all or any of the actions mentioned at Sub- Paragraphs 8.1 to 8.11 of this Pact, on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

10. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER may approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent Monitors

11. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (However, the vendor must refer to the MoD website at www.mod.gov.in to check for any updates/ changes):-

(Names and Addresses of the Monitors to be given).

12. A copy of all communications to Independent Monitors made by the BUYER and/ or by the BIDDER(s) shall be sent to the Director (Vigilance). The designation and contact details of the Director (Vigilance) are as follows:-

{Designation and Address of the Director (Vigilance) to be included}.

13. After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

14. The BIDDER(s), if they deem it necessary, may furnish any information as relevant to their bids, to the Independent Monitors.

15. If any complaint with regard to violation of this Pact is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/ enquiry.

16. If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.

17. Both the parties accept that the Independent Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

18. As soon as the Independent Monitor notice, or has reason to believe, a violation of this Pact, the Monitor shall so inform the Authority designated by the BUYER.

19. The BIDDER(s) accepts that the Independent Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall also grant the Independent Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Independent Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

20. The BUYER shall provide to the Independent Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings

could have an impact on the contractual relations between the parties. The parties shall offer to the Independent Monitor the option to participate in such meetings.

21. The Independent Monitor shall submit a written report to the designated Authority of BUYER/ Secretary in the Department within eight to ten weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations, for taking final decision/action.

Facilitation of Investigation

22. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

23. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

24. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

25. The validity of this Integrity Pact shall be from date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the satisfaction of both, the BUYER and the BIDDER/ SELLER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

26. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties shall strive to come to an agreement with respect to their original intentions.

27. The parties hereby sign this Integrity Pact at on

BUYER

(in the name and on behalf of the company's Chief Executive Officer)

BIDDER

Name of the Officer : Name of the Individual :
.....Designation :Dept./ Ministry/ Org. :
..... Name of the Firm:

Witnesses:-

1.

2.

Witnesses:-

1.

2.

Appendix 'K'

(Refers to Para 1(b) of Part IV of
Buyer Added terms and conditions)

FORMAT OF BANK GUARANTEE (BG) GUARANTEE BOND

To,

The President of India, through

.....
(Complete postal address of the beneficiary)

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we, (indicate the name of the bank), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the bank), do hereby undertake to pay the amounts due and payable under this Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).
3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bond, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or until Office/ Department/ Ministry of certifiesthat the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of the bank), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance/ warranty by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
7. We, (indicate the name of the bank), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
8. Notwithstanding anything contained herein above:-
 - (a) Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).
 - (b) This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee). The Bank Guarantee will cease to be valid after .irrespective of whether the Original Guarantee is returned to us or not.
 - (c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before (expiry date).
 Dated the day of..... (month and year) Place:
 Signed and delivered by(name of Bank). Through its authorised signatory.

(Signature

59
with

seal)

Appendix 'L'

(Refers to Para 4 of Part IV of Buyer
Added terms and conditions)

FORMAT OF ELECTRONIC CLEARING SERVICE (ECS) MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ Direct Credit/ RTGS/ NEFT/ Other payment mechanisms as approved by RBI)

1. Customer's name :
2. Particulars of Bank account :-

- (a) Bank name :
- (b) Branch name :
- (c) Branch address :
- (d) Branch Tele No(s). :
- (e) IFS code :
- (f) 9 Digit code :
of the Bank Branch appearing on MICR cheque issued by Bank
- (g) Account Type :
(Savings/ Current/ Cash/ etc.)
- (h) Ledger No. :
- (i) Ledger Folio No. :
- (j) Account No. :
(as appearing on the Cheque Book)

(Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. Date of Effect:
"I hereby declare that the particulars given above are correct and complete. If the trans- action is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme."

Bank's Stamp: (.....)

Date: Signature of the
Authorised Official from the Bank

Appendix 'M'

(Refers to Para 11 of Part IV of Buyer
Added terms and conditions)

FORMAT OF CERTIFICATES FROM ORIGINAL EQUIPMENT MANUFACTURER (OEM)/ SYSTEM INTEGRATOR (SI) FOR PROCUREMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) GOODS AND SERVICES

Sample formats of malicious code certificates from OEMs and SIs are given below. Amendments/ additions/ deletions may be made to the formats given below to meet the project specific requirements and these should form part of the RFP and contract agreement.

MALICIOUS CODE CERTIFICATE

From Hardware OEM

1. It is certified that the firmware/ microcode installed in the hardware products listed below, which is proposed to be delivered by our Business Partner M/s, is approved by the OEM. The products have been thoroughly tested and found to be working as per the OEM's specifications at the time of delivery and no malicious code has been found in these products. Patch level update of the system is enclosed.
2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the firmware/ microcode that performs a function unauthorised by the OEM's published documentation. It includes Trojans, viruses, worms, spyware, etc.
3. The latest security patches as available at the time of supply, have been updated in the firmware. We undertake to provide solutions to address all security issues during the installation, warranty and support period of the equipment, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)

Date: _____ Designation/ Name/ Address of firm _____

From Software OEM

1. It is certified that we have taken reasonable steps to ensure that the software products listed below, which is proposed to be licensed by is found to be working as per the OEM's specifications at the time of delivery and no malicious software has been introduced in these products. Patch level update of the software is enclosed.
2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the software that performs a function unauthorised by the OEM's published documentation. It includes Trojans, Viruses, Worms, spyware, etc.
3. The latest security patches as available at the time of supply, have been updated in the software. We undertake to provide solutions to address all security

issues during the installation, warranty and support period of the software, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)
Designation/ Name/ Address of firm

Date: _____

From SI

1. This is to warrant that the hardware and software being offered, as part of the Contract does not contain embedded malicious code at the time of installation and commissioning. Patch level update of the hardware/ software is enclosed.
2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the hardware/ software that performs a function unauthorised by the OEM's published documentation. It includes Trojans, viruses, worms, spyware, etc.
3. The firm will be considered to be in breach of the contract, in case any physical damage or any compromise in information and cyber security is caused due to activation of any malicious code embedded in the hardware/ software.
4. The latest security patches as available at the time of installation and commissioning, have been updated in the hardware/ software. We undertake to provide solutions to address all security issues during the warranty and support period of the hardware/ software, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)
Designation/ Name/ Address of firm

Date: _____

Appendix 'N'

TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Sect ion	Clause/sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Appendix 'O'

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

S No.	Ref of Tender Document Section, Clause		Subject	Confirmation / Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

ANNUAL TURNOVER STATEMENT OF OEM & BIDDER

1. The annual turnover of bidding entity M/s _____ for the past three years are given below and certified that the statement is true doctorate:-

<u>S No</u>	<u>Years</u>	<u>Turnover in Lakhs (Rs)</u>

2. This is further certified that the above turnover is in line with GST returns.

Date :

Seal and Signature of Chartered Accountant
(Name and Address)

Note: As UDIN (Unique Document Identification Number) is mandatory for all certificates issued by Chartered Accountant in practice wef 01 February 2019. 18 Digits UDIN needs to be mentioned on the certificate.

MANUFACTURER'S AUTHORISATION FORM

Bidder's Reference No. _____ Date.....

To,

**President of India
Government of India
Ministry of Defence
IHQ of MoD (Army)
Master General of Sustenance Branch
Sena Bhavan, New Delhi**

1. I/We _____ established and reputable manufacturers of _____ having factories at _____ do hereby agree to supply (Name of item) _____ confirming to the required specification and required quantity to M/s _____ (Bidder) as offered for supply against the above stated bid.

2. It is also certified that M/s _____ is our Authorised distributor/reseller/importer (strike whichever is not applicable) since _____ (months and year filled) and his performance is _____.

3. We hereby extend our full warranty as per Bid _____.

4. **The self-certified copy of power of attorney to issue such authorization certificate is also enclosed herewith along with list of items for which authorisation given.**

Yours Faithfully,

(Name for and on behalf of M/s (Name of manufacturer)

UNDERTAKING FOR SUPPORT SERVICES

Bidder's Reference No. _____

Date.....

To,

**President of India
Government of India
Ministry of Defence
IHQ of MoD (Army)
Master General of Sustenance Branch
Sena Bhavan, New Delhi**

1. We undertake that adequate specialized expertise are available to ensure that the support services are responsive and we undertake total responsibility for the faulty free operation and maintenance of the product _____ during the support period.
2. We undertake that during the support period we will maintain an uptime of _____ on monthly basis for the entire product.
3. We confirm/assure uninterrupted service support through OEM (in case of reseller/distributor/importer), during the entire support period.
4. Details of service support centre and their phone numbers are enclosed herewith.

Yours Faithfully,

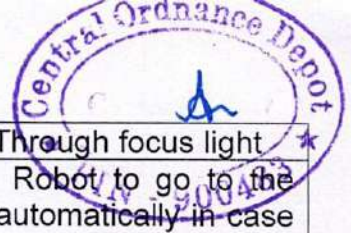
(Name for and on behalf of M/s (Name of Manufacturer))



3.1. Technical Specifications of Various Components.

Automated Storage And Retrieval System (Bin Based).

Specification Parameter		Parameter Description
Basic Specifications	Model Designation	Auto Storage and Retrieval Device V 1.1 with 2796 Bin Position
	Rated Load	Minimum 40 Kg
	Self-Weight	200 Kg
	Position Accuracy	+ - 2 mm
	Dimensions (L x W x H)	1016 x 906 x 500 (mm)
	Ground Clearance	20 mm
	Navigation Mode	QR CODE
	External Bin Size (L x W x H)	810 x 568 x 425 (mm)
	Bin Volume	5.75 Cubic Feet
	Bin Compartments	Provision for 2 / 3 / 4 / 6
	Tower Height	3.5 Meters Max
	Bin Storage per tower	5 Levels
Performance	Driving Mode	Electric Servo Motors
	Control Mode	Manual / Automatic
	Movement	3-D (X, Y, Z Directions)
	Motion Signal	Light Prompt
	Operating Hours	24 x 7 (while ensuring scheduled preventive/regular maintenance)
	Obstacle Detection	360 Degrees (LIDAR in X, Y, Z Axis)
	Emergency Stop	Front and rear emergency stop buttons
	Communication	Industrial Wi-Fi IEEE 802.11 a/b/g/n/ac/ax
	Pick / Put (PP) Station Safety	Light Curtain Sensors
	Working Area Safety	Doors equipped with Safety Locks
	Safety on Z - Axis Movement	Self-Locking Brakes
	Global Safety (for all Robots)	Using Global Emergency Stop at PP Stations
Battery Specifications	Driving Voltage	DC48 V
	Battery Life	Upto 2500 Cycles @ 1C DOD 80%
	Endurance	Minimum 6 hrs
	Charging time	Maximum 2 Hours (upto 80%)
	Charging Mode	Manual Battery Swapping
Operating Parameter	Operating Speed (With load) in X & Y Axis	1.5 m/s minimum
	Operating Speed (With load) in Z Axis	0.8 m/s minimum
	Stopping angle Accuracy	+ - 0.5°
	Stopping position Accuracy	+ - 2 mm



Special Features	Pick / Put Guidance	To be available. Through focus light
	Low voltage Battery alarm	To be available. Robot to go to the charging station automatically in case of Low Voltage
	Pick / Put Stations Interchangeability	Any station can be used as Pick / Put Station. Interchangeability to be available.
	Handling fast moving SKUs to locations near to stations and non- fast moving to further location.	The system dynamically store the fast-moving SKUs closer to the pick stations and the slow movers farther inside the grid. This enables shorter trip time of the bots thereby greatly reduces the number of bots required.
	FIFO option for the SKUs	To enable the user to consume the SKU which were replenished basis their PUT timestamp.
	Bin Recall Feature	To helps in auditing the SKUs
	Re-put Away Feature	To consolidate the less quantity SKUs which are kept in different locations in a single bin and frees the space for next SKU replenishment.
	Real time Inventory Tracking	To undertake tracking of Real Time Inventory on the Dashboard
	Ease of Maintenance	To enable Mobile Tablet based Control for Maintenance
	Data Analytics	Detailed and Customized data extraction to be possible through various activity logs.
	Pick / Put Assist	Dashboards at each PP station that assists operator in pick / put to reduce the chances of error on the station to be available.

3.2. Sorter for Small and Medium Goods.

Items	Make
Load Capacity	Upto 50 kg
Throughput	2400 PPH
Conveying Drive Unit	48V, 50 Watt DC powered smart roller
Diverting Drive Unit	Servo Motor; 220V, 50HZ, 750W, Single Phase
Conveying Speed	Up to 80 m/min
Diverting Angle	30/45/60/90 Degrees at double sides
Frame Material	MS Powder Coated Steel Frame
Stand Support	MS Powder Coated Steel Frame
PLC	Siemens
Servo Motor	Delta
Noise Level	<75 Db when measured from 1 m in a silent warehouse



3.3. Tower Lights.

Feature	Remark
Life Expectancy	> 100,000 h
Supply voltage UB	24 V, DC, 10%
Current Consumption, max.	130 mA
Design	Cylindrical
Housing Material	Metal Plastic
Metal Housing	Aluminium
Plastic Housing	PC-ABS
Housing Colour	Black Grey
Type of Fastening	Screw Type
Type of illuminant	LED/24V
Lens Module	3 pieces
Signal Image	Continuous Light
Angle of Radiation	360°
Sequence of Module	Green, Orange, Red
Ambient Temperature, Operation	-10 °C to 60 °C

3.4. Telescopic Belt Conveyor.

Specification Parameter	Parameter Description
TBC Length Fixed	6000 mm
TBC Length Extendable	12000 mm
Total Length	18000 mm
Belt Width	800 mm
Installation Type	Supporting Legs
Lift Type	Hydraulics
Boom Extension Speed	10 mpm
Load capacity	50 kgs
Belt Top Height	1000-2000 mm
Belt Make	PVC - Endless Belt. Initial join will be vulcanized type
Belt Running Speed	30-45 mpm
Bi direction (loading unloading combined)	
Power Supply	415V / 3PH / 50HZ
Emergency Stop	Yes
Alert	Tower Light with Alarm Sound
Operator Safety	front Anti-collision with mechanical bumper
Hydraulic Protection	Cylinder hydraulic cylinder protection cover



3.5. Pick Path Management Suite

Specification Parameter	Parameter Description
Software Language	C#
Interface	Web Based Dashboard extension to existing software
Modules	Pick Module Lite Putaway Module Lite Audit Module Lite Inventory Snapshot Module Lite

3.6. UPS and Earthing.

Parameter	Specification
Type	Online Double Conversion
Rated Capacity	5–20 KVA (scalable based on load)
Input Voltage Range	160–280 V AC (Single Phase) / 305–478 V AC (Three Phase)
Output Voltage	230 V AC $\pm$ 1% (Single Phase) / 400 V AC $\pm$ 1% (Three Phase)
Output Frequency	50 Hz $\pm$ 0.5 Hz
Battery Type	SMF VRLA (Sealed Maintenance Free, Valve Regulated Lead Acid)
Backup Time	Minimum 30 minutes at full load
Recharge Time	Less than 8 hours to 90%
Efficiency	More than or equal to 90% at full load
Communication Interface	RS232 / USB / SNMP optional
Protection	Overload, short circuit, battery low, surge protection
Certification	BIS / CE / ISO 9001 / ISO 14001
Installation Environment	Indoor, dust-free, temperature-controlled environment

Parameter	Specification
Earthing Type	TN-S / TT system (as per site and electrical design requirements)
Earth Resistance	Less than 1 ohm
Number of Earth Pits	Minimum 2 (Dedicated for UPS and Equipment Body respectively)
Earth Electrode	Copper-bonded rod (min. 3 meters, 17 mm diameter) or GI pipe as per IS 3043
Earthing Conductor	Copper strip (25 mm x 3 mm) or GI strip (as per design specification)
Earth Bus Bar	Provided in UPS and Server room; insulated, with proper termination points
Pit Enclosure	Concrete chamber with inspection cover
Pit Backfill Material	Charcoal, salt, and soft soil (layered alternately)
Connection Method	Bolted or Welded connections with anti-corrosion treatment
Compliance Standards	IS 3043, IEEE Std 142, IEC 60364



3.7. Auto DWS System.

Feature	Unit
Weight Capacity	100 kg
Minimum Box Size (mm)	50x50x50
Maximum Box Size (mm)	1200 x 1000 x 1000
Minimum Weight	200 gms
Dimensional Accuracy	±10 mm
Weighing Accuracy	±100 gms
Peripherals	Keyboard, Mouse
HMI	15 INCH INDUSTRIAL PANEL PC, BASED ON 1 X INTEL CORE I3-8100 8TH GEN. CPU, 1 X 8GB DDR4 SODIMM MEMORY, 1X 1TB SATA HDD, 2 X 10/100/1000 MBPS LAN ETHERNET PORTS ONBOARD, 6 X USB, 3.0 3 X RS-232, 1 X RS-232/422/485, 1 X DP 1.2, FRONT PANEL 1P65 COMPLIANT, 1X WINDOWS-10 PRO. 64-BIT O.S.
Inward Conveyor	Powered Roller Conveyor 1.5m
Outward Conveyor	Gravity Roller Conveyor 1.5m

3.8. Label Printer.

Resolution	Minimum 203 dpi (8 dots/mm)
Print Method	Direct thermal/Thermal transfer
Display	LED with buttons
Hardwire Connectivity	Ethernet
Wireless Connectivity	Bluetooth
Type	Desktop/ Floor Model
Print Speed	Upto 152 mm/s
Print Width	Upto 108 mm
Print Length	Upto 24,400 mm
RAM	Minimum 64 MB SDRAM
Flash	Minimum 128 MB
Optional Cutter	Guillotine cutter (full cut and partial cut)
Media Specifications.	
Internal Label Capacity	5" (127 mm) OD
Media Width	Minimum 20 - 112 mm
Ribbon & Media Type	Continuous: Die-Cut, Black Mark, Fan-Fold, Notched (Outside Wound)
Ribbon Length	Minimum 300 Meters
Ribbon Width	Minimum 40 - 110 mm
Media Core Diameter	Minimum 25.4 - 38 mm



3.9. Hand Held Scanning Terminal.

Physical Characteristics.

Dimensions	Minimum 150 mm L x 75 mm W x 18 mm H
Weight	Not more than 250 gms with battery.
Display	5.0 in. High Definition (1280 x 720); exceptionally bright, outdoor viewable; optically bonded to touch panel
Imager Window	Corning Gorilla Glass
Touch panel	Dual mode capacitive touch with stylus or bare or gloved fingertip input, Corning Gorilla Glass, water droplet rejection, fingerprint resistant, anti-smudge coating
Backlight	LED backlight
Power	Rechargeable Li-Ion, Power Precision+, more than 15 Watt hours, more than 4000 mAh, improved battery metrics for better battery management, fast charging (up to 2.4 A)
Expansion Slot	User accessible Micro SD up to 32GB SDHC and up to 256 GB SDXC
Network Connections	WLAN, WPAN (Bluetooth), USB 2.0, High Speed (Host and Client)
Notification	Audible tone; multi-colour LEDs; vibration
Keypad	On-screen keypad and enterprise keyboard
Voice and Audio	Three microphones with noise cancellation; vibrate alert; Front facing speaker; Bluetooth wireless headset support, High quality speaker phone, PTT headset support, cellular circuit switch voice, HD Voice, and SWB & FB audio
Buttons	Min six programmable buttons: Back button, dual dedicated scan buttons, dedicated push-to-talk button and volume up/down buttons

Performance Characteristics.

CPU	Qualcomm Snapdragon™ 660 octa-core, 2.2 GHz or better
Operating System	Upgradeable to Android 14 or later version
Memory	Minimum 4GB RAM/32GB Flash or more

User Environment.

Operating Temp.	-20°C to 50°C
Storage Temp.	-40°C to 70°C
Humidity	5% to 95% non-condensing
Drop Specifications	Multiple 6 ft. drops to concrete with the rugged boot accessory per Mil STD 810 G; Multiple 4 ft/1.2m drops to tile over concrete
Tumble Specification	500 1.6 ft./0.5 m tumbles, meets, or exceeds IEC tumble specification
Sealing	IP68 and IP65 per applicable IEC sealing specifications
Vibration	Random (20 Hz to 2 kHz); 60-minute duration per axis, 3 axes
Thermal Shock	-10° C to 70° C rapid transition
Electrostatic Discharge (ESD)	+/- 15kv air discharge; +/- 8kv direct discharge; +/- 8kv indirect discharge



Interactive Sensor Technology (IST).

Light Sensor	Automatically adjusts display backlight brightness
Magnetometer	e-Compass automatically detects direction and orientation
Motion Sensor	3-axis Accelerometer with MEMS Gyro
Proximity Sensor	Automatically detects when the user places the handset against head during a phone call to disable display output and touch input

Data Capture.

Scanning	1D and 2D/QR
	20 Mil: 2.0 in. to 30.0 in./5.08 cm to 76.2 cm
	4 Mil: 3.3 in. to 8.8 in./8.4 cm to 22.4 cm Digi marc support
	Front Minimum 5 MP; f/2.0 aperture.
Camera	Rear Minimum 13 MP autofocus; f/2.2 aperture; flash LED to generate balanced white light & supports Torch mode ISO 14443 Type A and B; FeliCa and ISO 15693 cards; P2P mode and Card Emulation via Host.
NFC	ISO 14443 Type A and B; FeliCa and ISO 15693 cards; P2P mode and Card Emulation via Host.

Wireless Lan.

Radio	IEEE 802.11 a/b/g/n/ac/d/h/i/r/k/v3/w;
	Wi-Fi
	5GHz: 802.11a/n/ac — up to 866.7 Mbps
Data Rates	2.4GHz: 802.11b/g/n — up to 300 Mbps
	Channel 1-13 (2412-2472 MHz): 1,2,3,4,5,6,7,8,9,10,11, 12,13
Operating channels	Channel 36-165 (5180-5825 MHz): 36,40,44,48,52,56,60,64, 100,104,108,112,116,120,124,128,132,136,140,144, 149, 153, 157, 161, 165
	Channel Band width: 20, 40, 80 MHz, actual operating channels/frequencies and band widths depend on regulatory rules and certification agency.
Security and Encryption	WEP (40 or 104 bit); WPA/WPA2 Personal
	TKIP
	AES; WPA/WPA2 Enterprise (TKIP and AES) -
	EAP-TTLS
	(PAP, MSCHAP, MSCHAPv2), EAP-TLS,
	PEAPv0-MSCHAPv2, PEAPv1-EAP-GTC and
	LEAP.EAP-PWD
Certifications	WFA (802.11n, WMM-PS, 801.11ac, PMF)
Fast Roam	PMKID caching; Cisco CCKM; 802.11r; OKC

Wireless Pan

Bluetooth	Class 2, Bluetooth v5.0, Bluetooth Low Energy (BLE)
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3.10. Warehouse Control Software.

Specification Parameter	Parameter Description
Software Language	C#
Interface	Web Based Dashboard
Modules	Pick Module Putaway Module Audit Module Inventory Snapshot Module

3.11. Automation Control System.

Primary Device	20 Core Config with 256 GB RAM and 128 GB RAM.
	Storage_DS723+ 2.6 GHz R1600 Dual-Core, 2 x Gigabit Ethernet Ports, 2GB ECC DDR4 RAM, 2 x 3.5/2.5" Bays 2 x M.2 2280 Slots, 1x E10G22-T1-Mini 10GbE RJ-45 network upgrade module for compact Synology servers
Tower	8 Bay 3.5 LFF Server, 4316 Processor 20 Core, Base 2.30GHz, Turbo 3.40GHz, 32GB RAM 2Rx4 DDR4 3200MHz RDIMM * 8, 1.2TB HDD 10K RPM SAS 12Gbps 512n 2.5 * 2, Broadcom 5720 Dual Port 1GB Network Card Onboard LOM, Broadcom 5720 Dual Port 1G Network Card, PERC H755 8GB NV Cache Raid Controller, Trusted Platform Module 2.0 V3, Open Manage Enterprise Advanced, iDRAC9, Enterprise 15G, 800W Power Supply for 15G
	4 Bay NHP Server, Xeon E-2314 Processor 2.8GHz 8M Cache, 4C/4T, Turbo, 65W, TPM, 32GB 2RX8 DDR4 UDIMM 3200MHz ECC X 4, 480GB SATA SSD Read Intensive 6Gbps 512e 2.5, 1TB Hard Drive X 2 SATA 6Gbps Enterprise 7.2K 512n 3.5in Cabled, Broadcom 5720 Dual Port 1GB Network Card Onboard LOM, Broadcom 5720 DP 1Gb Network Interface Card, Full Height, Cus Kit, Single Power Supply, 300W, Trusted Platform Module 2.0 V3, iDRAC9, Basic 15G, 3YR Pro Support Next Business Day Onsite comprising of

Peripherals	Windows Server 2022 or Higher	3
	Monitor 19.5 Inch	1
	Aten KVM Switch 4 Port	1
	USB Mouse	1
	USB Keyboard	1
	Lan Cable - 5MTR	10
	Power Cable - 6 AMP	10
	VGA Cable	1
	42 AC Server Rack	1
	Managed 24 Port Giga Switch	2
	2 TB SSD Micron	4



3.12. Routers for Communication.

<u>Specification</u>	<u>Description</u>
Connectivity	Wireless
Data Transfer Rate	Min 5000 mbps
Frequency Band	Dual Band
Frequency	5 Ghz

3.13. PTL Control Box.

Specification	UOM	Remark
Size	mm	To Suit
Box Material	Type	Mild Steel
Input Voltage	Phase/Volts	Single Phase / 230 Volts
Input Communication Protocol	Type	TCP / IP
Output Communication Protocol	Type	RS 485

3.14. Pick/Put To Light Modules.

Specification	UOM	Remark
Dimensions	Mm	Around 165 X 50
PTL location	Nos	As per Layout requirement
Weight of the carton box	Kg	25
LED Display	Type	3 Digit Alpha numeric Rotating Display
LED Size	Mm	~ 25 X 20
LED Indicator	yes/no	YES
Acknowledgment Button	yes/no	YES
Function keys	yes/no	4 Keys
Power Requirements	Type	3 Phase UPS Power
Communication	Type	TCP/IP and Serial
Operating temperature	Deg.	45 Degrees
Software Interface	Type	Over APIs or other methods
Type of mount	Type	MS Frame



3.15. Long Span Shelving System.

Technical Specification	Description
Rack size (in mm)	2150 (W) x 1300 (D) x 2400 (H)
No of levels	3 levels
Load per level	500 kgs
Upright Profile	Omega
Upright surface finish	Powder coated Blue
Beam surface finish	Powder coated Orange
Beam Profile connector	Type 3 / 4 lip
Bracing Profile	Lipped Channel
Bracing surface finish	Galvanized
Row Connector Profile	Lipped Channel with Rectangular plates at end
Row Connector surface finish	Powder coated Blue
Base Plate connectivity	Grouting
Base plate surface finish	Powder coated Blue
Panels used for shelving	Solid decking panels
Decking panels surface finish	Galvanized

3.16. Pallet Storage System.

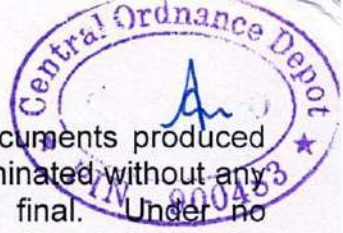
Technical Specification	Description
Rack size (in mm)	2710 (W) x 1000 (D) x 3400 (H)
Load per pallet	1000 kgs UDL
Load per level	2000 kgs UDL
Levels	G+1
Upright Profile	Omega
Upright surface finish	Powder coated Blue
Upright Size (in mm)	90 (W) x 70 (D)
Beam surface finish	Powder coated Orange
Beam Profile connector	Type 3 / 4 lip
Beam adjustability in upright	50 mm
Bracing Profile	Lipped Channel
Bracing surface finish	Galvanized
Bracing Connectivity	Bolted
Row Connector Profile	Lipped Channel with Rectangular plates at end
Row Connector surface finish	Powder coated Blue
Row Connector connectivity	Bolted
Base Plate connectivity	Grouting
Base plate surface finish	Powder coated Blue



3.17. MHE Lite (BOPT).

Technical Specification	Unit	Description
Operation		Pedestrian
Load Capacity	Kgs	2000
Load centre	mm	600
Tyres		PU / Nylon
Lowered Forks Height	mm	90
Lift height	mm	115
Service brake		Electro-magnetic

4. **Delivery Period.** The System should be supplied and installed within 120 Days from award of the contract. Any delay in completion will attract liquidity damages by enforcement of LD Clause.
5. **Supply and Installation.** The firm will be responsible for 100% supply and installation of the system at the site mentioned by Central Ordnance Depot, Dehu Road.
6. **AMC/Maintenance, Warranty of solution & Training.** The rep/engineer of the firm will visit and check the serviceability of Systems in every three months. Under the AMC onsite service for two years for any repairs in the supplied solution will be provided by the vendor free of cost. The firm shall render warranty of one year to the components and solution as a whole. Cost of replacement of a component will be charged post 365 days of commissioning of system. In addition, the vendor is required to impart training to the Storekeeping Staff for initial 3 months on usage and maintenance of system including the software applications
7. **Cancellation of the Contract in part or in full of Contractors Default.** If the firm, in the opinion of the Government fails or neglect to comply with any of the terms and conditions of the contract or with any order issued there under, to any other right or remedies under the contract, Commandant, Central Ordnance Depot, Dehu Road has the right and is entitled to cancel the contract by giving 7 days notice in writing to the contractor, without being liable to pay any compensation for such cancellation. The contractor however, will be entitled to be paid at contract rates after deduction of any amount due by the Government for the work already completed which, in the opinion of Government is in accordance with the terms of the contract.
8. **Payment.** No advance shall be paid to the firm and 100% payment will be released directly through PCDA, Pune within four weeks time from submission of pre-receipted bills and connected documents.
9. The firm shall place on record with Commandant, Central Ordnance Depot, Dehu Road a clear address and telephone number at which he or his representative can be contacted during business hours for convenient communication by post or on telephone to enable the discharge of his responsibilities. Any change of address or telephone number from the initially recorded is to be likewise intimated to Commandant, Central Ordnance Depot, Dehu Road in writing. Any notice requiring to be served upon the firm shall be deemed to be properly served if addressed to his last known address or conveyed by speech to his last known telephone number.
10. Disputes arising out of contract/agreement is subject to jurisdiction of Commandant, Central Ordnance Depot, Dehu Road.



11. In case the name of proprietor/owner/partner and other relevant documents produced along with the tender are found false at a later stage, the contract will be terminated without any notice. The contract concluded with successful bidder will be firm and final. Under no circumstances the rate of procurement and installation of systems will be altered during the contractual period.

12. The firm is liable to pay all claims for death or injury caused to any person whether workman or not while engaged in any process connected with the Firm's work or for dues or any kind whatsoever and the establishment shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work unless the Firm first deposit with this office a sum sufficient to cover any liability which this office may have to incur in relation to such proceedings.

13. **Damage or Loss.** The firm shall make good all damages or losses which may be caused by any act or default of the firm, his agents or servants to any property or life of a person with any option to Commandant, Central Ordnance Depot, Dehu Road to have the damage or loss otherwise made good, and charge the firm with the expense.

14. **Default.** In the event of the Contractor's default, Commandant, Central Ordnance Depot, Dehu Road may have the services performed by other parties and charge for any extra cost/expense incurred thereby to the Contractor.

15. **Bankruptcy.** Commandant, Central Ordnance Depot, Dehu Road may at any time by notice in writing summarily terminate this contract without compensation to the Firm if the Firm shall at any time be adjudged bankrupt or shall have a receiving order or order for the administration of this estate made against him.

16. **Recovery of Sums.** Any sum of money due and payable to the Firm (including security deposits returnable to him) under this contract may be appropriated by the Buyer or Commandant, Central Ordnance Depot, Dehu Road or any other person or persons contracting through the Commandant, Central Ordnance Depot, Dehu Road and set off against any claim of the Buyer or Commandant, Central Ordnance Depot, Dehu Road or such other person or persons for this payment of a sum of money arising out of or under any other contract made by the Firm with the Buyer or Commandant, Central Ordnance Depot, Dehu Road or such other person or persons.

17. **Decisions.** Any decision to be made by the Commandant, Central Ordnance Depot, Dehu Road under any of the conditions of the contract may be made by any person or persons authorized to act on behalf of him for that purpose, and may be made in such manner, and on such evidence or information, as he or such person shall think fit.