बिड संख्या/Bid Number: GEM/2026/B/7891132
दिनांक /Dated: 30-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-10-2026 15:00:00
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 :ravindrakuma.535l@gov.in Buyer Email id: dhruvaviation@gmail.com
कुल मात्रा/Total Quantity	194
वस्तु श्रेणी /Item Category	Multi Spectral Camo Net (MSCN) Customised for Helicopters
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Multi Spectral Camo Net (MSCN) Customised for Helicopters
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Equipment Camouflage Nets (Jute) as per Defence Specification
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	500 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	500 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
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**	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
विगत प्रदर्शन /**Past Performance**	30 %
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**	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	8730000

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).	26

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

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

(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 :

GOC-in-C, Northern Comd
PCDA NC JAMMU, Department of Military Affairs, Indian Army, Ministry of Defence Account No 10582388222, IFSC Code SBIN0000657, SBI Hari Market, Jammu
(Goc-in-c, Northern Comd)

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 availabele 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 financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product

offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. 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.
8. 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.

9. **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.
10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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
12-10-2026 11:00:00	On location pre bid meeting on 12 Oct 2026 or 19 Oct 2026 at Army Aviation Base, Tanda (Akhnoor) is preferable to understand the requirement and to seek any clarifications.

Multi Spectral Camo Net (MSCN) Customised For Helicopters (194 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

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	**********	**********Udhampur	194	90

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**

   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.

3. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

4. **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.

5. **Generic**

   Malicious Code Certificate:

   The seller should upload following certificate in the bid:-
   (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
   (i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.
(iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

6. **Generic**

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I M/s.

xxxx
hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

7. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

8. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

5yrs (open condition) Max 10yrs (sealed condition)
Shelf Life. On the date of supply, minimum
Current Year of Manufacture
usable shelf life should be available / balance.

9. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

10. **Turnover**

Bidder Turn Over Criteria: 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 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.

11. **Turnover**

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

12. **OEM**

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

13. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

14. **Service & Support**

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

15. **Service & Support**

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

16. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
BOO at Buyer Nominated Place

17. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

18. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

19. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

20. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

GOC-in-C, Northern Comd
payable at
Account No -10582388222, IFSC Code- SBIN0000657, Bank Name- SBIHari Market, Jammu
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

21. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

(a) **Liquidated Damages**. In the event of the Seller’s failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the Seller as agree, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidation Damages being not higher than 10% of the value of delayed stores.

(b) **Force Majeure Clause**.

(i) 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 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, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(ii) In such circumstances the time stipulated for the performance of an obligation under the present contr act is extended correspondingly for the period of time of action of these circumstances and their conseque nces.

(iii) The party for which it becomes impossible to meet obligations under this contract due to Force Majeur e conditions, is to notify in written form the other party of the beginning and cessation of the above circum stances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(iv) Certificate of a Chamber of Commerce (Commerce an Industry) or other competent authority or organi zation of the respective country shall be a sufficient proof of commencement and cessation of the above ci rcumstances.

(v) If the impossibility of complete or partial performance of an obligation lasts for more than 180 days. Eit her party hereto reserves the right to terminate the contract totally or partially upon giving prior written n otice of 30 (thirty) days to the other party of the intention to terminate without any liability other than rei mbursement on the terms provided in the agreement for the goods received.

(c) **Disqualification**. Govt of India reserves the right to disqualify any vendor, should it be so necessary a t any stage on grounds of National Security.

(d) **Sample clause (TEC Stg)**. Vendors to send the samples and relevant documents/ certificates along with the representative at seller cost to buyer nominated place for Technical Evaluation of the samples at t he TEC stage and only those seller will be allowed to move to next stage whose samples passes the Techn ical Evaluation carried out by buyer which will be asked for any time after seven days from the last date of submission of bids. Samples provided during the Technical Evaluation stage will be sealed and kept with th e buyer till delivery of items. Products/ maj sub assemblies made in adversary state / country will be reject ed.

(e) **Technical Presentation.** Vendors are required to provide soft copy of the technical presentation of th e equipment to enable TEC to check the essential parameters.

(f) **Shelf Life.** The product/ spare parts to be supplied as part of the services must have Minimum 05 year s (in open condition) and Maximum 10 years (in sealed condition) shelf life.

(g) **Delivery**. Delivery will be made at 1 FOD, c/o 56 APO Udhampur (J& K) as one consignment (Part consi gnment will not be accepted).

(i) **Distribution of total quantity of 194 will be as under**. -

(aa) **ALH - 94**

(ab) **Cheetah/ Cheetal - 100**

(h) **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. Th ere shoud be no violation to IPR.

(j) **Effective Date of the Supply Order**. The supply Order shall come into effect on the date of signing o f the supply order and shall remain valid until the completion of the obligations of the parties under the sup ply Order. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.

(k) **Penalty for use of Undue Influence.** The seller undertakes that he has not given, offered or promis ed to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or induceme nt to any person in service of the Buyer or other wise in procuring the contracts or forbearing to do or for h aving done or forborne to do any act in relation to the obtaining or execution of the present Contract or an y other Contract with the Government of India for 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 wit h 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 India 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 ca ncel the contract and all or any other contracts with the seller and recover from the seller the amount of an y loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of t he undertaking had been committed shall be final and binding on the seller, Giving or offering of any gift, b ribe 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 B uyer may deem proper, including but not limited to termination to the contract, imposition of penal damag es, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

(l) **Agents/ Agency Commission**. The seller confirms and declares to the Buyer that the seller is the origi nal manufacturer of the stores/ provider of the services referred to in this contract and has not engaged an y individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recomm end to the Government of India or any of its functionaries, whether officially or unofficially to the award of the contract to the seller; nor has any amount been paid, promised or intended to be paid to any such indi vidual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if i t is established at any time to the satisfaction of the Buyer that the present declaration is in any way incor rect or if at a later stage it is discovered by the Buyer the 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, p arty, firm or institution, whether before or after the signing of this contract, the seller will be liable to refun d that amount to the Buyer. The seller will also be debarred form entering into any supply contract with th e Government of India for a minimum period of five years. The Buyer will also have a right to consider can cellation 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 w ith interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover an y such amount from any contracts concluded earlier with the Government of India.

(m) **Access to Books of Accounts**. In case it is found to the satisfaction of the Buyer that the seller has e ngaged an Agent or paid commission or influenced any person to obtain the contract as described n clause s relating to Agents/ Agency Commission and penalty for use of undue influence, the seller, on a specific re quest of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ inf ormation.

(n) **Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers and oth er relevant e-payment details so that payments could be made through ECS/ NEFT mechanism instead of p ayment through cheques, wherever feasible. A copy of the model mandate from prescribed by RBI to be su bmitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and c an be given on request). As per chapter 6 para 6.25.1 (c), an advance payment of 15% will be made as pe r provisions mentioned in DPM 2025. Balance payment will be made on delivery and acceptance by the us er and on production of the requisite documents.

(o) **Bid Security Declaration**. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small E nterprises (SMEs) and the firms registered with concerned Ministries/ Departments are exempted from sub mission of Earnest Money Deposit. **In lieu of Bid Security, bidders are required to submit a 'Bid Se curity Declaration' accepting that if they withdraw or modify their bids during period of validit y etc, they will be suspended for the time specified as per Manual of Procurement of consulta ncy & other services 2017.**

(p) **Termination of Contract**. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(i) The delivery of the material is delayed for causes not attributable to Force Majeure for more tha n **60 days** after the scheduled date of delivery.

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

(iii) The delivery of material is delayed due to causes of Force Majeure by more than **60 days** prov ided Force Majeure clause is included in contract.

(iv) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in g etting this contract and paid any commission to such individual/company etc.

(q) **Fall Clause.** The following Fall Clause will form part of the contract placed on successful Bidder:-

(i) The price charged for the stores supplied under the contract by the Seller shall in no event exce ed the lowest prices at which the Seller sells the stores or offers to sell stores of identical descripti on to any persons/Organisation including the purchaser or any department of the Central governm ent or any Department of the State government or any statutory undertaking of the Central or Stat e government as the case may be during the period or till the performance of all Supply Orders pla ced during the currency of the rate contract is completed.

(ii) If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organization including the Buyer or any Department, of Central Government. Or any Department of the 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, he shall forthwith notify such reduction or sale or offer of sale to purchase/contracting authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(aa) Exports by the Seller

(ab) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(ac) Sale of goods such as drugs which have expiry dates.

(ad) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(iii) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the 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/organization including the purchaser or any department of 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 all supply orders placed during the currency of the Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i),(ii),(iii) and (iv) of sub-para (b) above.

(r) **Franking Clause**. The following Franking Clause will form part of the contract placed on successful Bidder:-

(i) **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 Board of Officer (ATP) 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 condition of the contract".

(ii) **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 Board of Officer (ATP) will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and condition of the contract".

(s) **Risk & Expense Clause**.

(i) Should the stores or any instalment thereof not be delivered within the time or times specified i n the contract documents, or if defective delivery is made in respect of the stores or any instalmen t thereof, the Buyer shall after granting the Seller **45 days** to cure the breach, be at liberty, witho ut prejudice to the right to recover liquidated damages as a remedy for breach of contract, to decl are the contract as cancelled either wholly or to the extent of such default.

(ii) 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 countr y, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(aa) Such default.

(ab) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(iv) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from a ny other supplier as the case may be, over the contract price appropriate to such default or balanc e shall be recoverable from the SELLER.

(t) **Registration with DPIIT.** Registration of the participating firms with DPIIT is mandatory as per adden dum to rule 144 (XI) of GFR.Bidder (Incl Indian) having commercial arrangement with any entity from coun tries which share land borders with India also need to register with DPIIT. Any such document with respect to country of origin / country of manufacture / Bill of material/ supplier visibillity /OEM details may be aske d for during the Technical Evaluation stage or at any stage of procurement, to verify the claims.

(u) **Debarred/ Blacklisted Firms**. Bids submitted by firm/ entity debarred/ blacklisted by the Govt/ Def F orces/ PSU/ PMFs/ Police/ any recognised agency will not be considered for evaluations.

(v) **Visit of Factory Premises & verification of products till component level**. During the Technical Eval, vendor may be called for submission of minimum four samples of the products being offered by the v endor on 'NO Cost No Commitment' basis within fourteen days of the commencement of TEC, wherein TEC may undertake inspection down to the components/ chip level of any of the random products submitted or visit to factory premises of the OEM/ Supplier or both to comply with GOI/ Ministry of Finance (DoE) OM No F.7/10/2021-PDP dt 23 Feb 23 regarding amdt to Rule 144 (XI) of the GFRs 2017 and order (Public Proc No 4 No F7/10/2021-PPD(1) dt 23 Feb 23 regarding restrictions under Rule 144 (xi) of GFRs 2017.

(w) **Proc from Countries sharing border with India**. Bidder from a country land border with India is re qd to submit cert of registration as per GoI/ Min of Fin (Department of Expenditure) OM No F&/10/2021-PPD dt 23 Feb 23 regarding amdt to Rule 144 (xi) of the GFRs 2017 and order (Public Proc No 4) No F7/10/2021-PPD(1) dt 23 Feb 23 regarding restrictions under Rule 144 (xi) of GFRs 2017.

(x) **Country of Origin**. Country of origin of the eqpt & components will be specified.

(y) **Product Support**. The following Product Support clause will form part of the contract placed on succes sful bidder:-

(i) In the event of any obsolescence during the above mentioned period of product support in respe

ct of
any component or sub-system, mutual consultation between the Seller and Buyer will be undertak en to
arrive at an acceptable solution including additional cost, if any.

(ii) Any improvement/modification/upgradation being undertaken by the Seller or their sub supplier s on the
stores/equipment being purchased under the contract will be communicated by the Seller to the B uyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(z) **Demurrage Charges**. In case the rejected items are not lifted by the firm within 48 hrs, the demurrag e charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifte d within a month, the same will be destroyed by the station board of officers and no claim will be admitted .

(aa) All parameters which cannot be physically verified by TEC bd should be duly supported by OEM certifi cate/ any accredited lab certificate as applicable.

(ab) **Holiday Listing (Temporary Disbarment/ Suspension)**. In the event of default or discrepancy wit h reference to Bid Security Declaration submitted by the Seller, the Seller will be suspended for a period of 12 months. When the Seller is under suspension, he will neither be invited to bid nor will his bids be consi dered for evaluation. The Seller will stand removed from the suspended listing on expiry of the suspension period.

(ac) **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourci ng the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can b e sourced from authorized vendors subject to quality certification.

(ad) **PBG.** Such Performance Bank Guarantee, in prescribed format, a scheduled commercial bank must be submitted by seller to the buyer within 15 days of award of contract on GeM.

(ae) **Make in India (MII)**. Attention is drawn to the laid down policy of the Govt of India , public proc (pref to Make in India) order 2017 (PPP MII Order) dt 15 Jun 2017 issued pursuant to Rule 153(iii) of GFR 2017 a nd Revision order dt 16 Sep 2020.

(af) **Training**. Vendor will be required to impart user training, if applicable, on alignment procedure as per specified syllabus and duration as recommended by the vendor at a jointly agreed location.

(ag) **Inspection Authority**. The Inspection will be carried out by **Board of officers (ATP).** The mode of I nspection will be Departmental Inspection. Vendor his representative will also be present during Acceptan ce Test Procedure.

(ah) **Tolerance Clause**. To take care of any change in the requirement during the period starting from iss ue of RFP till placement of the order / contract, Buyer reserves the right to 25% plus/minus or increase / de crease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased to decreas ed by the Buyers within this tolerance limit.

(aj) **Quality Claim**. The quality claim for defects or deficiencies in quality noticed during the JRI shall be pr esented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after ex piry of the gurantee period. The quality claim shall be submitted to the seller as per DPM-23 (Available in

MoD website and can be given on request).

(ak) **Reqmt of Defence Industrial License (DIL).** Attention is drawn to DIPP Press Note 1 (2019 Series) promulgated vide DIPP letter No 7(3)/2009 IP Vol. IV dt 01 Jan 2019. As per intimation/ guidelines given in DIPP Press note (2019), manufacturing and sup of def eqpts specially designed for mil use is a liicensable a ctivity and can only be awarded to coys holding Defence Industrial License (DIL) for manufacturing of licen sable Defence items. Defence Industrial License (DIL) is mandatory for the industry/ firm manufacturing De fence eqpts as per DIPP letter mentioned above.

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---