बिड संख्या/Bid Number: GEM/2026/B/7970103

दिनांक /Dated: 23-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 16:00:00
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 :acsfpec-02@gov.in Buyer Email id: eprocartybr.01@gov.in
कुल मात्रा/Total Quantity	6
वस्तु श्रेणी /Item Category	Drone or Unmanned Aerial Vehicle with Customized Payload (Defence Forces - Navy, Army and Air Force) (Q2)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	241 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	321 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	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
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	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
Quality Assurance Plan document	1789625651.pdf
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2410651

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, Eastern Command
GOC-in-C, Eastern Command, Artillery Branch, HQ Eastern Command, Vijay Durg, Kolkata (WB), PIN-700021 (Goc-in-c, Eastern Command)

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 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. 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. 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.
11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.
12. **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.

13. 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

Drone Or Unmanned Aerial Vehicle With Customized Payload (Defence Forces - Navy, Army And Air Force) (6 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Included in Scope of Supply	**UAV Bird (Drone)**	Yes
	Ground Control Station (GCS) - Software (Hint: GCS to include payload operation control)	Yes
	GCS Compatible Hardware	Yes
UAV Bird Classification	**Category of drone (as per Type Certificate in Drone rules, 2021)**	Aeroplane, Rotorcraft, Hybrid Unmanned Aircraft System
	Sub-category of drone (as per Type Certificate in Drone rules, 2021)	Remotely Piloted aircraft System, Model Remotely Piloted Aircraft System, Autonomous Unmanned Aircraft System
	Classification of Drones (based on maximum all-up weight defined in drone rules, 2021)	Nano (Weighing Less than or equal to 250 grams), Micro (Weighing more than 250 grams, but less than or equal to 2 kilograms), Small (weighing more than 2 kilograms, but less than or equal to 25 kilograms), Medium (weighing more than 25 kilograms, but less than or equal to 150 kilograms), Large (weighing more than 150 kilograms)
UAV Bird - Performance	**Maximum All-up weight (Hint: Lower value in each range is not included)**	100 - 125 grams, 125 - 150 grams, 150 - 175 grams, 175 - 200 grams, 200 - 225 grams, 225 - 250 grams, 250 - 375 grams, 375 - 500 grams, 500 - 625 grams, 625 - 750 grams, 750 - 875 grams, 875 - 1000 grams, 1000 - 1125 grams, 1125 - 1250 grams, 1250 - 1375 grams, 1375 - 1500 grams, 1500 - 1625 grams, 1625 - 1750 grams, 1750 - 1875 grams, 1875 - 2000 grams, 2 - 3 kg, 3 - 4 kg, 4 - 5 kg, 5 - 6 kg, 6 - 7 kg, 7 - 8 kg, 8 - 9 kg, 9 - 10 kg, 10 - 11 kg, 11 - 12 kg, 12 - 13 kg, 13 - 14 kg, 14 - 15 kg, 15 - 16 kg, 16 - 17 kg, 17 - 18 kg, 18 - 19 kg, 19 - 20 kg, 20 - 21 kg, 21 - 22 kg, 22 - 23 kg, 23 - 24 kg, 24 - 25 kg, 25 - 30 kg, 30 - 35 kg, 35 - 40 kg, 40 - 45 kg, 45 - 50 kg, 50 - 55 kg, 55 - 60 kg, 60 - 65 kg, 65 - 70 kg, 70 - 75 kg, 75 - 80 kg, 80 - 85 kg, 85 - 90 kg, 90 - 95 kg, 95 - 100 kg, 100 - 105 kg, 105 - 110 kg, 110 - 115 kg, 115 - 120 kg, 120 - 125 kg, 125 - 130 kg, 130 - 135 kg, 135 - 140 kg, 140 - 145 kg, 145 - 150 kg, 150 - 160 kg, 160 - 170 kg, 170 - 180 kg, 180 - 190 kg, 190 - 200 kg, 200 - 210 kg, 210 - 220 kg, 220 - 230 kg, 230 - 240 kg, 240 - 250 kg, 250 - 260 kg, 260 - 270 kg, 270 - 280 kg, 280 - 290 kg, 290 - 300 kg, 300 - 310 kg, 310 - 320 kg, 320 - 330 kg, 330 - 340 kg, 340 - 350 kg, 350 - 360 kg, 360 - 370 kg, 370 - 380 kg, 380 - 390 kg, 390 - 400 kg, 400 - 410 kg, 410 - 420 kg, 420 - 430 kg, 430 - 440 kg, 440 - 450 kg, 450 - 460 kg, 460 - 470 kg, 470 - 480 kg, 480 - 490 kg, 490 - 500 kg Or higher
	Maximum Flight Time at Maximum all-up weight (In minutes) (Hint: Lower value in each range is not included)	5 - 15, 15 - 25, 25 - 35, 35 - 45, 45 - 55, 55 - 65, 65 - 75, 75 - 85, 85 - 95, 95 - 105, 105 - 115, 115 - 125, 125 - 135, 135 - 145, 145 - 155, 155 - 165, 165 - 175, 175 - 185, 185 - 195, 195 - 205, 205 - 215, 215 - 225, 225 - 235, 235 - 245, 245 - 255, 255 - 265, 265 - 275, 275 - 285, 285 - 295, 295 - 305, 305 - 315, 315 - 325, 325 - 335, 335 - 345, 345 - 355, 355 - 365 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Maximum Wind Resistance (In km/hr) against which the UAV can operate without degradation in performance (Hint: Lower value in each range is not included)	15 - 20, 20 - 25, 25 - 30, 30 - 35, 35 - 40, 40 - 45, 45 - 50
	Maximum Flight Distance at Max All-up weight (In metres) (Hint: Distance between Take Off Point to farthest point on a one way distance | Lower value in each range is not included)	500 - 600, 600 - 700, 700 - 800, 800 - 900, 900 - 1000, 1000 - 1100, 1100 - 1200, 1200 - 1300, 1300 - 1400, 1400 - 1500, 1500 - 1600, 1600 - 1700, 1700 - 1800, 1800 - 1900, 1900 - 2000, 2000 - 2500, 2500 - 3000, 3000 - 3500, 3500 - 4000, 4000 - 4500, 4500 - 5000, 5000 - 5500, 5500 - 6000, 6000 - 6500, 6500 - 7000, 7000 - 7500, 7500 - 8000, 8000 - 8500, 8500 - 9000, 9000 - 9500, 9500 - 10000, 10000 - 10500, 10500 - 11000, 11000 - 11500, 11500 - 12000, 12000 - 12500, 12500 - 13000, 13000 - 13500, 13500 - 14000, 14000 - 14500, 14500 - 15000, 15000 - 15500, 15500 - 16000, 16000 - 16500, 16500 - 17000, 17000 - 17500, 17500 - 18000, 18000 - 18500, 18500 - 19000, 19000 - 20000, 20000 - 20500, 20500 - 21000, 21000 - 21500, 21500 - 22000, 22000 - 22500, 22500 - 23000, 23000 - 23500, 23500 - 24000, 24000 - 24500, 24500 - 25000 Or higher
GCS Compatible Hardware	**GCS Compatible Hardware included in the scope of supply**	Tablet / Smartphone
Approvals and Certifications	**Availability of Industrial License, issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, under Industries (Development and Regulation) Act, 1951**	Yes, No

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	**********	**********Kamrup	6	120

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Item required as per ECQR View	Item required as per ECQR	Drone Or Unmanned Aerial Vehicle With Customized Payload (Defence Forces - Navy, Army And Air Force)(6)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:6 effective from 17-09-2025 for category Drone or Unmanned Aerial Vehicle with Customized Payload (Defence Forces - Navy, Army and Air Force)

1. 1. This category is intended exclusively for - the naval, military or air forces of the Union of India. Procurement from other buyers may be cancelled.
   2. Buyer to specify technical specifications and features of the payload during bid in this category, as per the selcted application case.
   3. Sellers in this category will require license for manufacturing under Industries (Development and Regulation - IDR) Act, 1951. The license will be issued by Minsitry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP). Link - https://services.dpiit.gov.in/lms/document/PressNoteOne2019.pdf can be referred.
   4. Wherever applicable, catalogs are to be submitted with valid and active "Industrial License" as per the aforementioned Press Note. Also, seller shall issue a Certificate of Conformity for each UAS, stating responsibility of model confirmation to the issued Type Certificate and relevant data sheet.
   5. Buyer shall verify the validity of "Industrial License", wherever applicable, issued to the seller before generating CRAC.

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 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.

2. **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.

3. **Inspection**

   Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs.When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

4. **Financial Criteria**

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

5. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

6. **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.

7. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses
ADDITIONAL TERMS AND CONDITIONS
The following authenticated documents are to be submitted online in the sequence mentioned below givin g file name as per their contents:-
1. Copy of PAN
2. Income Tax Return Acknowledgement Certificate for last three years.
3. Balance Sheet duly certified by Chartered Accountant.
4. Trade License/Manufacturing License.
5. GST Registration Number and HSN code of item.
6. Latest Banker’s Solvency Certificate
7. Proof of ISO certification, if held.
8.Certificate by firm has not been banned or delisted by any Govt or Quasi Govt Agency or PSU.
9.Technical Data Sheet of Equipment. Technical Specifications form will be filled, signed, Stamped, Scanne d and uploaded.

10. OEM Certification.
11. Additional Charges/Discounts.
12. Tender Acceptance Certificate.
13. ECS Mandate form.
14.Annual Turnover Certificate in last two FY issued by a certified Chartered Accountant.
15.Experience Cert (Proof of Supply of above eqpt similar eqpt to Pvt / Army / Public /Sector).
16.Bid Security Declaration.
17.Certificate from OEM regarding percentage of local content and detls of location at which the local valu e addition is made along with the Bid.
18.Certificate from vendor that bidder is not under liquidation, court receivership of similar proceedings, s hould not be bankrupt.
19. The physical Characteristics of the product duly authenticated by the bidder.
20. Registration Certificate of Company.
21. Non Chinese Origin Certificate.
22. The vendor supposed to provide the details of location (s) where the value of local content is added alo ngwith the percentage of addition.
23. In case of procurement value in excess of Rs 10 Crore the local supplier is required to provide a certific ate from statutory/ cost auditor of the company.
24. MSME vendors will clearly mentioned the category under which they are registered along with supporti ng documents.
25. GeM registered vendors will provide registration certificate alongwith necessary document which prove s the capacity of production/ category of supply etc.
Appendix 'A' (Ref Para 11 of Additional Terms and Conditions)
26. Copy of Industrial licence under industries (Development and registration act 1951) in case of vendor is a manufacture..
27. TEC Sample 01 x Sample required to be submitted for proceeding of Technical Evaluation Committee (TEC) which will be asked for at any time after seven (07) days from the last date of submission of bids. The sample will be evaluated/tested by TEC board in accordance to technical parameters of specification (Quality Assurance Plans).
28. Tolerance Clause To take care of any change in the requirement during the period stating from publishi ng of Bid till placement of the contract, Buyer reserves the right to do 25% plus/minus increase or decreas e in the quantity of the required goods upto that limit without any change in the terms & conditions and pri ces quoted by the seller. While awarding the contract the quantity ordered can be increased or deceased by the Buyers within this tolerance limit
ATC
1. **Repeat Order Clause**. The contract will have a Repeat Order Clause, wherein the Buyer can order upt o 50% quantity of the items under the present contract within six months from the date of supply/ successf ul
completion of this contract, the cost, terms & conditions remaining he same. The bidder is to confirm acce ptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
2. A certificate regarding AMC will be provided by the company.
3. Contract for AMC will be done separately and not included in the cost of amount proposal.
4. Advance sample will be retained if found FIT and will be counted against the total delivery.
5. Bulk delivery of all items will be at the same locations where TEC is conducted. Any change will be intim ated through telephonic of e-mail.
6. Location and final schedule for JRI and ATP will be intimated later through telephonic or email.
7. 100% Payment on delivery, inspection and acceptance of stores.
8. Advance Sample will be produce for TEC if found fit, same will be retained. Exact details will be intimate d later.
9. No Chinese content/ part including Software en-build.
10. **IP Address Clash**. Bid submitted by firms found to have an IP address clash shall be liable for rejectio n. Such firms may also be subjected to appropriate administrative action including blacklisting for debarm ent from participation in future procurement.

11. **Pre-contract Integrity Pact (IP)**. Vendor to submit a pre-contract integrity pact (IP) alongwith their bids as per format at DPMF-14.

12. **Liquidated Damages.**
(a) In the event of the Seller’s failure to submit the Bonds, Guarantees and Documents, supply the stores/g oods conduct trials, installation equipment, training etc as specified in this Supply Order, the Buyer may, at their discretion, withhold any payment until the completion of the Supply Order. The BUYER may also d educt from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delay ed/ undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
(b) However, in case the Vendor anticipates delay in supply due to any unforeseen reasons, he will at onc

e bring it to the notice of Buyer who after considering the reasons as valid and beyond Vendor’s control m ay
given extension of time in consultation with Integrated Financial Advisor. However, Buyer reserves the righ t to recover from the Vendor, liquidated damages as indicated above in respect of any stores which the Ve ndor has failed to deliver within the stipulated period.
(c) Method of payment of Liquidated Damage. The amount charged as liquidated damages shall be deduct ed by the BUYER from the amount due for payment to the VEND OR. If the amount of such liquidated dama ges exceeds the payments due to the VENDOR, the VENDOR shall within 30 (Thirty) days make payment to the BUYER in FULL & FINAL settlement of claims failing which the Bank Guarantee will be en-cashed to ma ke good the amount exceeding the payments due to the VENDOR.
13. **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 under the provisions of the present contract), if the non-performance results from such Force Majeure circumstan ces as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or A ctions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Supply Order.
(b) 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.
(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 the other party of the beginning and cessation of the above circumst ances 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 organ isation of the respective country shall be a sufficient proof of commencement and cessation of the above c ircumstances.
(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) month s, either party hereto reserves the right to terminate the contract totally or partially upon giving prior writt en 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 for the services received. Correctness of Quality a nd Quantity. On receipt of stores at consignees premises, the stores are checked for ascertaining the corre ctness of quality, quantity and documents. In case the stores are found deficient in any way, consignee ha s the right to reject the store s even if these were inspected and cleared by the inspection.
14. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bi dder:-
(a) Franking Clause in the Case of Acceptance of Goods “The fact that the goods have been inspect ed afte r 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 conditi ons of the Supply Order”.
(b) Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after th e 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 Suppl y Order.
15. **Arbitration Clause**. All Disputes of differences arising out of or in connection with the contract shall b e settled by bilateral discussions. Any discipline, disagreement of question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved th rough arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-9 (Available in MoD web and can be provided on request). Arbitrator will be appointed by GOC-in-C, Eastern Command and hearing of dispute or arbitration proceedings will be held at HQ Eastern Command (Kolkata).
16. **Quality Assurance**. The seller would be required to provide all test facilities at his premises for acce ptance and inspection by Buyer. 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 an d having 100% defined life at the time of delivery.
17. **Inspection.** 100 % checking of stores/ equipment (s) for operational functionality during ATP and phys ical count/ verification of all stores/equipment (s) will be carried out by the Board of Officers during JRI detailed by HQ Eastern Command to ascertain that they conform to the samples/ specifications as laid do wn in the supply order. Authorised representative of the firm (s) will be present during inspection. In case the stores are not found to be conforming to the laid down samples/ specifications, the authorised repre sentative of the firm will be intimated by the checking board of officers in situ. The defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his won expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding. Bidder to propose Acceptance Test Procedure (ATP) for acceptance by the buyer.

18. **Training**. Three days training for minimum 12 pers at only one location. Training proposal by the bidd

er to be forwarded for acceptance by the buyer

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9. **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.

10. **Service & Support**

    Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

11. **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.

12. **Purchase Preference (State)**

    Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15 % 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 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

13. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and

Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

14. **Generic**

    Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

    BY BOARD OF OFFICERS
    222 ABOD
    NARANGI CANTT
    KAMRUP (ASSAM)
    PIN-781027
    .

15. **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.

16. **Generic**

    Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. 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 (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---