बिड संख्या/Bid Number: GEM/2026/B/8031091

दिनांक /Dated: 06-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-10-2026 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 :nharikrishnan.782a@gov.in Buyer Email id: visyal.078p@gov.in
कुल मात्रा/Total Quantity	40
वस्तु श्रेणी /Item Category	10 inch FPV Drone
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	10 Inch FPV Drone
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	General Purpose Hand Gloves (V2), Laboratory Hot plate, Compostable Bio-Medical Waste Collection Bags (Biohazard Bags) (V3), Connector Pipes for Washbasins/ Sinks/ Geyser, Polypropylene Cartridge Filter
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Drone or Unmanned Aerial Vehicle with Customized Payload (Defence Forces - Navy, Army and Air Force)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	18 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	30 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

बिड विवरण/Bid Details	
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / **MSE Relaxation for Years Of Experience and Turnover**	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / **Startup Relaxation for Years Of Experience and Turnover**	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Experience Criteria,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),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**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
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**	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

बिड विवरण/Bid Details	
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	30
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	178800

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 :

Accounts Officer
15 Field Regiment, Department of Military Affairs, Indian Army, Ministry of Defence
(Vishal Goyal)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers 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. 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

17-10-2026 10:00:00	15 Field Regt Clement Town Cantt Turner Road Dehradun Ph No: 7545875984 Ph No: 7087700890

10 Inch FPV Drone (40 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

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	**********	**********Dehradun	40	90

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

1. **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.

2. **Certificates**

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

3. **Certificates**

   Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

4. **Certificates**

   The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

5. **Certificates**

   To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

DPIIT/ DIPP Registration Certificate, if required
.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Scope and Applicability

1.1. These Buyer Added Bid Specific Terms & Conditions (BA-BSTC) shall be read in conjunction with the General Terms & Conditions and Bid Document on Government e-Marketplace (GeM).

1.2. In case of any conflict, these conditions shall prevail.

2. Finality of Technical Parameters

2.1. All technical specifications and performance parameters mentioned in the bid are final and b inding.

2.2. Any deviation, shortfall, or non-compliance shall render the bid liable for outright rejection.

2.3. Buyer reserves full right to disqualify any bidder at any stage for non-compliance.

3. Pre-Bid Meeting & Equipment Demonstration.

3.1. A Pre-Bid Meeting will be conducted.

3.2. All bidders may be present physically or on VC. Link fro VC will be shared with the bidders who are not able to attend the Pre-Bid meeting.

4. Field Trials & Performance Validation.

4.1. Shortlisted bidders shall undergo:

4.1.1. Ground testing.

4.1.2. High altitude testing.

4.1.3. Operational validation as per bid parameters.

4.2. Participation is mandatory.

5. Buyer’s Right of Rejection.

5.1. Buyer reserves absolute right to:

5.1.1. Accept or reject any bid.

5.1.2. Reject equipment at any stage.

5.1.3. Cancel the procurement process

5.2. This can be done without assigning any reason.

5.3. Decision of the Buyer shall be final and binding.

6. Warranty & Performance Assurance.

6.1. Bidder shall provide minimum 24 months warranty.

6.2. Warranty shall cover defects, failures and performance issues.

6.3. Equipment must perform in harsh and operational conditions.

6.4. Failure during warranty will require repair/replacement as per GeM rules.

7. Compliance with GeM Guidelines.

7.1. All procurement shall follow GeM policies and Government rules.

7.2. Any violation may lead to disqualification, penalties, or blacklisting.

8. Documentation & Certification.

8.1. Bidders must submit:

Technical datasheets

Compliance matrix

All Required Certificates

8.2. Any false information will lead to immediate disqualification.

9. Indemnity Clause. Bidder shall indemnify the Buyer against any failure, damage, or third-party claims arising from equipment usage.

10. No Deviation Clause.

10.1. No deviation from bid terms is allowed.

10.1. Conditional bids will be rejected.

11. Force Majeure. Applicable as per GeM rules.

12. Jurisdiction. Subject to jurisdiction of competent auth as applicable to Buyer’s location.

13. Operational Note. Buyer retains enhanced discretionary powers in evaluation, testing, and acceptance in view of operational and national security requirements.

14. Mode of Communication and Binding Nature.

14.1. All communication relating to the bid, including but not limited to pre-bid meeting, equipment display, clarification, field trial, test results, acceptance, rejection, or post-bid correspondence, shall be made through email, letter, postal communication, WhatsApp, telephonic communication, or any other medium as decided by the Buyer.

14.2. Any communication issued through such authorized channels shall be treated as valid, binding, and conclusive.

14.3. No bidder shall claim ignorance of any communication so made.

15. No Verbal Modification / No Informal Understanding.

15.1. No verbal statement, informal discussion, assurance, clarification, or understanding shall over ride the bid conditions, these Buyer Added Terms, or any written instruction issued by the Buyer.

15.2. Only written communication from the authorized Buyer shall be binding.

16. Buyer's Sole Discretion in Evaluation. The Buyer shall have the sole and absolute discret ion to interpret the bid conditions, assess compliance, determine suitability, and decide acceptability of the equipment, documents, demonstrations, and trial results. The decision of the Buyer shall be final, conclusi ve, and binding.

17. Right to Seek Clarification or Additional Proof.

17.1. The Buyer reserves the right to seek any clarification, documentary proof, demonstration, s ample, technical explanation, manufacturer confirmation, OEM authorization, or any other supporti ng material at any stage.

17.2. Non-submission or unsatisfactory submission of such clarification may lead to disqualificatio n.

18. Responsibility for Accuracy of Information.

18.1. The bidder shall be fully responsible for the correctness, authenticity, completeness, and tru thfulness of all information, documents, certifications, declarations, and technical claims submitted in the b id or during evaluation.

18.2. Any false, misleading, incomplete, or suppressed information shall render the bidder liable f or rejection, cancellation, forfeiture, and other action as permissible under applicable rules.

19. Confidentiality and Security.

19.1. All bid-related information, technical parameters, trial procedures, evaluation methodology, t est locations, and operational requirements shall be treated as confidential.

19.2. The bidder shall not disclose, publish, circulate, or share any such information with any thir d party without prior written approval of the Buyer.

19.3. Any breach of confidentiality or security shall be viewed seriously and may lead to immedia te disqualification and further action.

20. Communication Records and Evidence.

20.1. All records of email, WhatsApp messages, call logs, meeting minutes, attendance sheets, trial reports, photographs, videos, and other evidence generated during the procurement process shall be mai ntained by the Buyer and shall be treated as official record for the purpose of evaluation and decision-mak ing.

20.1. The bidder shall not dispute the authenticity of such records merely on the ground that the c ommunication was made through electronic or digital mode.

21. Authorized Representatives Only.

21.1. Only the bidder's duly authorized representative shall be permitted to attend meetings, de monstrations, trials, or communications with the Buyer.

21.2. The Buyer shall not be bound by statements made by any unauthorized person.

21.3. The bidder shall ensure that its representative is fully competent to answer all technical and commercial queries on behalf of the bidder.

22. Integrity, Fair Conduct and Non-Influence.

22.1. The bidder shall not attempt to influence the procurement process directly or indirectly thro ugh pressure, undue communication, inducement, representation, or any other means.

22.2. Any act that, in the opinion of the Buyer, affects the fairness, integrity, or transparency of th e process shall be sufficient ground for disqualification.

23. No Waiver by the Buyer.

23.1. Failure or omission by the Buyer to enforce any clause, seek any remedy, or object to any d eviation at any stage shall not be treated as a waiver of the Buyer's rights.

23.2. The Buyer shall remain entitled to enforce any condition at any time in the interest of procu rement, security, and operational suitability.

24. Continuity of Obligation. The obligations of the bidder regarding compliance, warranty, s upport, replacement, confidentiality, and truthfulness shall continue even after placement of supply order, delivery, inspection, acceptance, or payment, wherever applicable.

25. Reservation of Rights. The Buyer reserves the right to modify, amend, withdraw, cancel, defe r, split, or reschedule the procurement process, any stage of evaluation, or any trial condition, in whole or i n part, at any time, without assigning reasons. Such action shall not create any claim against the Buyer.

26. Interpretation and Prevailing Language. In case of any ambiguity, inconsistency, or interp retational dispute, the interpretation adopted by the Buyer shall prevail, subject to applicable law and GeM framework. The English version of these terms shall prevail over any other version.

27. Survival of Clauses. Clauses relating to confidentiality, warranty, indemnity, liability, compl iance, records, and dispute handling shall survive completion of delivery, acceptance, and payment.

28. General Safeguarding Clause. In addition to the above, the Buyer reserves the right to incorpo rate any further condition, safeguard, evaluation parameter, or procedural requirement found necessary in the interest of operational security, procurement integrity, technical assurance, and mission suitability.

29. Risk and Expense. Risk and expense purchase clause may be included in the RFP and the contrac t, if considered necessary, Risk and Expense purchase is undertaken by the purchaser in the event of the s upplier failing to honour the contracted obligations within the stipulated period and where extension of deli very period is not approved. While initiating risk purchase at the cost and expense of the supplier, the purc haser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligation

30. Risk and Expense Clause. In case of foreign contracts, risk and expense clause is generally

not applicable, though there could be some exceptions, if, in exceptional circumstances, it is decided to inc lude this clause in the RFP, provision of Paragraph 7.14 of this Manual may be kept in view, In the absence of this clause, other remedies available to the purchaser are as follows: (a) (b) (c) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier. Avoid issue of further RFP to the firm till resolution of the discrepancy. Bring up the issue of discrepancy in all meetings with the representa tive of supplier. Provide for adequate performance bank guarantee to cover such risks, approach the gover nment of the supplier's country through the ministry of defence if needed. Consider de registering the firm from the approved list of firms, if necessary.

31. Liquidity Damages. In the event of the Seller's failure to deliver the goods by the date spe cified in the contract the Buyer may deduct from the Seller as liquidated damages the sum of 0.5 % of the contract price of the undelivered goods for delay of each week or part of week and the seller shall submit t he documents after deduction of the Liquidated damages subject to a maximum of 10% of the contract pri ce of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Buyer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidate d damages will be leviable during the additional time thus agreed to by the Buyer. In this context, provisio ns of paragraph 7.10 of this Manual may also be referred to DPM 2009.

32. Fall Clause.

32.1. The following Fall clause will form part of the contract placed on successful Bidder - a. The price charged for the stores supplied under the contract by the seller shall in no event exceed the l owest prices at which the Seller sells the stores or offer to sell stores of Identical description to any persons/organisation including the purchaser or any department of the central government or any Department of state government or any statutory undertaking the central or state government as t he case may be during the period till performance of all supply orders placed during the currency o f the rate contract is completed. b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Depar tment, of central Government or any Department of the State Government or any Statutory undert aking of the Central or state Government as the case may be at a price lower than the price charg eable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Dir ector general of Supplies & Disposals and the price payable under the contract for the stores of su ch reduction of sale or offer of the sale shall stand correspondingly reduced, The above stipulation will, however , not apply to:-

32.2. i. ii, iii. iv. Exports by the Seller, Sale of goods as original equipment at price lower than low er than the prices charged for normal replacement, Sale of goods such as drugs which have expiry dates, Sale of goods at lower price on or after the date of completion of sale/placement of the orde r of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government department, including t heir undertakings excluding joint sector companies and/or private parties and bodies, c. The seller shall furnish the following certificate to the Paying Authority along with each bill for payment for su pplies made against the Rate contract - "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract h erein and such stores have not been offered/sold by me/us to any person/organisation including th e purchaser or any department of Central Government or any Department of a state Government o r any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of th e Rate Contract at price lower than the price charged to the government under the contract excep t for quantity of stores categories

33. Force Majeure Clause. 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 or goods under the provisions of the present contract), it the non-performance results from such

Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, 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. b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences. c. The party for which it becomes impossible to meet obligations under this contract due to force majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning. d. certificate of a chamber of commerce (commerce and industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances, e, if the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (Thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provide in the agreement fo the goods received.

34. Termination of Contract. A contract may be terminated in the following circumstances: (a) (b) (c) (d) (e) when the supplier fails to honour any part of the contract including failure to deliver the contracted stores/ render services in time. When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be including in unethical or unfair trade practices. When both parties mutually agree to terminate the contract. When the item offered by the supplier repeatedly fails in the inspection and/ or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards. Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.

35. Transfer and subletting. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

36. 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 will established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.

37. REQUIRED CERTIFICATES.

37.1. DPIIT/ DIPP Registration Certificate.

37.2. Unlimited Liability Certificate/ Clause.

38. Include bidding by OEM/ Authorised dealers only.

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7. **Rate Contract**

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.

8. **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.

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---