बिड संख्या/Bid Number: GEM/2026/B/8034831
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 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 Defence
संगठन का नाम/Organisation Name	Indian Coast Guard
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :varun.upadhya@icg.gov.in Buyer Email id: deepak-choudhary62@icg.gov.in
कुल मात्रा/Total Quantity	5
वस्तु श्रेणी /Item Category	ANNUAL RECHARGE OF HELITRACKER SYSTEM 05
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RECHARGE OF HELITRACKER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Mine Development and Operation Service- Lumpsum Based, Mine Development & Operations Service(MDO) - Per MT Based, Hiring of POS (point-of-sale) Devices, Hiring of Vessels, Hiring of Boats, Refilling of Industrial Gases in Cylinders, Selection of Laboratories for Testing of Products/Material, AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System, Operation And Maintenance Of Fire Alarm System, Hiring of custom Broker - Per Bill of Entry based
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• GPS Tracking System
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)	1.5 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	2 Lakh (s)

बिड विवरण/Bid Details	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 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
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 *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	3
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	50% Lowest Priced Technically Qualified Bidders
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)	No
अनुमानित बिड मूल्य / Estimated Bid Value	499730

बिड विवरण/Bid Details	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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).	15

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

लाभार्थी /Beneficiary :
The Commanding Officer
683575, Department of Defence, Indian Coast Guard, Ministry of Defence
(The Commanding Officer, Cgae Kochi)

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

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 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.

12. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

ANNUAL RECHARGE OF HELITRACKER SYSTEM 05 (5 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	**********	**********Ernakulam	5	15

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

1. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. **Generic**

   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.

3. **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.

4. **Service & Support**

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

5. **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.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TERMS & CONDITIONS

1. **Warranty clause:** Requiring the supplier to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyer's premises without costs to the buyer. From Date of commencement of warranty period.

2. **Inspection Clause**: NA

3. **Risk and Expense Clause:** The supplier fails to deliver, the buyer can procure the item from another source. Any extra cost incurred may be recovered from the defaulting supplier (clause applied as per DPM-2025).

Should the stores or any instalment thereof not be delivered within the time or times specified in the Contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover Liquidated Damages (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default. (b) Should the stores or any instalment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check-proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate the Contract wholly or to the extent of such default. (c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: (i) (ii) Such default. In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder. (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier, as the case may be, over the Contract price appropriate to such default or balance, shall be recoverable from the Seller. Such recoveries shall not exceed ....% of the value of the Contract. (e) The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

4. **Non-Disclosure Agreement (NDA) Clause:**

Except with the written consent of the Buyer/ Seller, either party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party, unless required by either Government of the parties or by the Seller's suppliers solely for the purpose of performing the obligations under the contract. Any disclosure to any person permitted under the above clause shall be made in confidence, and shall extend only so far as may be necessary for the purposes of the contract. (clause applied as per DPM-2025).

5. A Force Majeure (FM) clause: means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligenc e or wrong-doing, predictable/seasonal rain and any other events specifically exclu ded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligation s under the contract. An FM clause does not excuse a party's nonperformance enti rely, but only suspends it for the duration of the FM.

5.1 As per this clause, neither party shall bear responsibility for the co mplete or partial non-performance of any of its obligations (except for failure to pay an y sum which has become due on account of receipt of goods under the provisio ns of the contract), if the non-performance results from such Force Majeure circumstances.

5.2 **Intimation regarding Force Majeure**. The party for which it becomes i mpossible to meet obligations under this contract due to Force Majeure conditi ons, is to notify, in written form the other party regarding the beginning and ce ssation of the above circumstances immediately, but in any case, not later tha n 14 days from the moment of their beginning.

5.3 **Certification of Force Majeure**. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the re spective country shall be sufficient proof of commencement and cessation of t he above circumstances.

5.4 **Extension of Time**. In such circumstances, the time stipulated for the pe rformance of an obligation under the contract is extended correspondingly for the period/ time duration of the circumstances and their consequences.

5.4 **Right to Terminate Contract**. If the impossibility of complete or partial performance of an obligation lasts for more than 90 days, either party to the c ontract reserves the right to terminate the contract totally or partially upon giv ing prior written notice of 30 days to the other party of the intention to termina te the contract without any liability, other than reimbursement on the terms pr ovided in the agreement/ contract for the goods received.

6. **Fall Clause**: The price charged for stores supplied under the contract by the Se ller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description, under the same terms and conditions, to any entity/ agency including the Purchaser during the period or until the perfor mance of all Supply Orders placed during the currency of the contract is complete d. If at any time, during the said period, the Seller reduces the sale price, sells or of fers to sell such stores to any entity/ agency at a price lower than the price charge able under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser/ contracting authority and the price payable under the contr act for the stores shall stand correspondingly reduced. (Clause applied As per DPM -2025).

Fall Clause. The following Fall clause will form part of the Contrac t placed on s uccessful Bidder: (a) The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, i ncluding the Purchaser or any Department of the Central Government or any Depa rtment of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligatio ns including warranty under the Contract/all Supply Orders placed during the curre

ncy of the Rate Contract (as applicable), is completed. If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall (109) DPM - 2025 (Vol. II) Appendices and Forms forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to: (i) Exports/ Deemed Exports by the Seller. (ii) Sale of goods such as drugs, which have expiry dates. (c) The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ Rate Contract: “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below: ....

7 **Liquidated Damages (LD) Clause:**

As a general rule, if the vendor/ contractor fails to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period. (Clause applied As per DPM-2025).

SER	Circumstances	Quantum of LD
7.1	Delay in supplies where the seller was responsible for the entire delay.	Full LD, subject to it not exceeding 5% (10% in case of inordinate delay) of the Price/ Total cost of the goods/ incidental works/ services supplied with delay {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.)}.

7.2	Delay in supplies where the seller was responsible only for a part of the delay, and the remaining part was either due to circumstances beyond seller's control or attributable to the buyer.	Full LD for the period for which the Seller was responsible for the delay, subject to it not exceeding 5%(10%, in case of inordinate delay) of the value of the goods/ services supplied with delay {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.)}. LD may be waived for the remaining period.
7.3	Delay in supplies where the entire delay was due to circumstances beyond the control of the seller or on account of the buyer.	LD may be waived in full for the entire period.

8. Payment Process

8.1 **Paying Authority** is JCDA(Kochi), Ernakulam, Kerala and, which is responsible for making payment, all bills from suppliers/vendors for payment are to be routed through the Procurement Entity. (No advance payment to be made by Buyer)

8.2 **e-Payments-** It shall be mandatory for the suppliers / vendors to indicate their bank account numbers and other relevant e-payment details to enable payments through Electronic Clearing Services (ECS)/ National Electronic Funds Transfer (NEFT)/ Real-Time Gross Settlement (RTGS) mechanism, instead of through cheques. A copy of the model mandate form, prescribed by Reserve Bank of India (RBI), is to be submitted by suppliers/ vendors for receiving payments through ECS. The details given in the mandate form shall also be incorporated in the supply order/ contract. A copy of the ECS mandate form to be submitted by the suppliers/ vendors (who are customers to the bank) is placed at DPMF 17. For ease of tracking e-payments by the Seller, the paying authority shall intimate the transaction and invoice details to the Seller, through suitable electronic media, upon release of e-payment against the Seller's invoice.

8.3 Documents to be submitted for Claiming Payment The documents to be submitted for audit and payments depend upon the nature of procurement and the terms and conditions of a particular supply order/ contract:- (a) Documents to be submitted to the Audit Authority along with Advance Copy of the Supply Order/ Contract. The budget allotment letter(s) conveying allocation of funds under the code heads of expenditure concerned, are required to be sent as and when the allocations are made or made available digitally through IT based systems developed by MoD. In addition, the documents listed below are to be submitted in advance to the audit authority. In case documents listed below are not sent in advance to the audit authority, they may be called for by such authority at the time of payment of bills/ post audit, where applicable: -

8.3.1 Ink-signed/ digitally signed copy of the Supply Order/ Contract Agreement/ Accepted Tender (AT) Note.

8.3.2 An ink-signed/ digitally signed copy of sanction of the CFA indicati

ng UO Number and date of IFA’s concurrence, where applicable.

8.3.3 PAC certificate/ OEM’s Certificate/ any other certificate that may b e peculiar to the procurement. (158) CHAPTER 6 DPM – 2025 if applicable.

8.3.4 Specimen signatures of sanctioning and countersigning authorities (i n case of ink-signed documents).

8.3.5 GST Identification Number (GSTIN)/ Permanent Account Number (PA N) of the supplier/ vendor.

8.3.6 A copy of the techno-commercial evaluation and rejection details, if any, in case of two bid system

8.3.7 An ink-signed copy of the Contingent Bill/ Seller’s Bill. An ink-signed copy of the Commercial Invoice. (iii) A copy of the Supply Order with UO Nu mber and date of IFA’s concurrence, where required under delegation of fi nancial powers. (iv) CRVs in duplicate. (v) Inspection note. (vi) Relevant do cuments/ proof of payment in support of the claim for statutory and other l evies, such as, Customs duty clearance certificate, proof of payment for EP F/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable. G ST Challan may not be insisted upon for release of payments as its complia nce is being monitored by the Government (GST Data Analytics Wing) thro ugh a robust and well-established online system, unless there is compellin g evidence of GST evasion by the firm. (vii) **Exemption certificate for G ST/ Customs duty, if applicable**. (viii) Copy of APBG, if any. (ix) Guarant ee/ Warranty Certificate, if applicable. (x) Copy of Integrity Pact, Performan ce Bank Guarantee/ Indemnity Bond, where applicable. (xi) DP extension let ter with CFA’s sanction (with or without LD), UO Number and date of IFA’s c oncurrence/ note of CFA and IFA in case the advise of IFA has been overrul ed. (159) DPM - 2025 (xii) Details for electronic payment, if these details ar e not incorporated in the Supply Order/ Contract or in case there is a chang e in these details. (xiii) User acceptance. (xiv) Any other document/ certific ate that may be provided for in the Supply Order/ Contract. (c) In case of pr ocurement through GeM, the payment procedure including the documents required shall be as per the procedures prescribed by GeM. (d) The bills alongwith required documents shall be forwarded to the paying authorities by the procuring entity/contract concluding authority under the signature o f authorised officers.

8.3.8 Settlement of Payment. The settlement of payment of the firm sh all be made as stipulated in the Supply Order/ Contract or within **30 days** f rom the date of receipt of Contingent Bills (CBs) by the paying authority. A ny documents/ clarifications, if needed, may be sought through e-mail/ Fax to avoid delay in payments. Documents sought through e-mail should be di gitally signed or scanned images of original documents and must be from a n official mail ID details of which are already made available to the paying authority. Resubmitted CBs are to be cleared on priority without pipelining with existing CBs in sequence.

8.3.9 -NA

8.3.10 Site Visit. The bidder, at the bidder’s own responsibility and risk, may be encouraged to visit at their own cost and examine the site of requi red services and its surroundings and obtain all information that may be ne cessary for preparing the bid and entering into a contract for the services.

8.3.11 Workmen Safety and Insurance: The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel working at buyer premises. The service providers Shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost. **The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc., are being used by their workers while carrying out works**. **The Procuring Entity shall not be liable for any compensation in case of any fatal injury/ death caused to or by any manpower while performing/ discharging their duties/ for inspection or otherwise.**

9. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, shall be resolved through arbitration. The standard clauses of arbitration are as per Appendix H of DPM.

10. **Penalty for use of Undue Influence** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has been committed, shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to, termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

12. Scope of work- Annual Subscription of Helitrackers (Qty-05)

12.1. Annual Subscription package details as follow:

12.1.1 License Subscription+Airtime Package: Flyt Premium

12.1.2 Tracking Plan Name: Normal

12.1.3 No. of Credits per Credits

12.1.4 Validity: One Year

12. 1.5 Quantity of devices: 05

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अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---