बिड संख्या/Bid Number: GEM/2026/B/8245481
दिनांक /Dated: 05-11-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 26-11-2026 16:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 27-11-2026 16:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Defence |
| विभाग का नाम/Department Name | Department Of Defence Research & Development |
| संगठन का नाम/Organisation Name | Office Of Dg (mss) |
| कार्यालय का नाम/Office Name | ********** |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :sureshbabu.asl@gov.in<br>Buyer Email id: yadamma.asl@gov.in |
| कुल मात्रा/Total Quantity | 1 |
| वस्तु श्रेणी /Item Category | Oscilloscope 4 channel 1Ghz |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | Oscilloscope 4 channel 1Ghz |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | 4-channel Noise and Vibration Analyzer, Cotton Towelling And Towels Conforming To IS 7056 (V4), Analog Oscilloscope, Power Quality Analyzer, Desk and Chair Set for Classroom/Training Area, Micro/Semi-Micro/Analytical weighing balance, Video Recorder for CCTV System (V2), Extendable Road Barricade (V2), PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694, Correspondence Envelopes (V3) Conforming to IS 13892 |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | • 4-channel Noise and Vibration Analyzer<br>• Analog Oscilloscope<br>• Digital Oscilloscope (V2) |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover | Yes \| Complete |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes \| Complete |

| बिड विवरण/Bid Details | |
|---|---|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Additional Doc 1 (Requested in ATC)<br>*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 | 2 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule | H1-Highest Priced Bid Elimination |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | Yes |
| Inspection to be carried out by Buyers own empanelled agency | Yes |
| Type Of Inspection | Post Dispatch |
| Name of the Empanelled Inspection Agency/ Authority | DRDO |
| Auto CRAC Days | 60 |
| 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 | No |

ईएमडी विवरण/EMD Detail

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|---|---|
| आवश्यकता/Required | No |

**ईपीबीजी विवरण /ePBG Detail**

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|---|---|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईपीबीजी प्रतिशत (%)/ePBG Percentage(%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 40 |

(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 :**

Director
Advanced Systems Laboratory Hyderabad, Department of Defence Research & Development, Office of DG (MSS), Ministry of Defence
(Director)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

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|---|---|
| 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**

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|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |

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|---|---|
| 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. 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.

6. **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.
7. **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.

8. 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

## Oscilloscope 4 Channel 1Ghz ( 1 the number pi )

**(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**

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|---|---|
| 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 | ********** | **********HYDERABAD | 1 | 60 |

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

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

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Generic**

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. **Warranty**

Warranty period of the supplied products shall be 3 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.

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NOTE : It is mandatory to mention the HSN code and the applicable GST percentage in technical Bid.

>>The firm should provide the proof of linking of Aadhaar with PAN (if PAN is in individual's name), and als o the proof of PAN number being operative.

Additional Terms & Conditions

Note: The Successful Bidder shall submit Bank Guarantee/FDR for 5 % of Order value towards PSB/PWB wit hin 30 days from the date of Supply Order. The Bank Guarantee/FDR shall be valid up delivery period + w arranty period + 2 Months beyond all Contractual Obligations and to be in favour of The President of India through The Director, Advanced Systems Laboratory, Kanchanbagh, Hyderabad – 500 058. The Hard Copy / Original Bank Guarantee/FDR to be submitted immediately to this office after uploading the same in GeM Portal.

If PSB/ PWB is not received within 30 days, appropriate action will be taken against the supplier (including cancellation of supply order, if deemed fit). Wherever Delivery Date extension is requested, firm has to ens ure validity of the PSB/ PWB till revised DP + 60 days. Extension cannot be granted without extending the validity of PSB/ PWB as stated.

1. Bid Security Declaration (To be submitted separately on Bidder's Letter Head with the following text). W e M/s. _____ do hereby accept that if we withdraw or modify Bids during the Period of v alidity, or if we are awarded the contract and fail to accept the Contract, or fail to submit a Performance Se curity Bond (PSB) before the deadline defined in this Bid Document, we will be suspended for the Period of Two (02) years from being eligible to submit Bids for Contracts with any procuring entity of DRDO.

2.Please submit your Compliance to ATC (Additional Terms & Conditions) separately on your Letterhead wi th Ink Signature and Company seal.

3. The Delivery of Stores shall be accepted during office hours only (Monday to Friday: 0900 hrs to 1600 hr s) excluding Public Holidays. Hence, please plan your delivery of stores accordingly.

4. The Delivery of stores shall be made 15 days before the delivery due date, so that acceptance and ledg er action can be completed by the delivery due date.

5.No extension of delivery period will be granted. However, if extension is required under any avoid able ci rcumstances, your request for extension of delivery period (D.P) shall be sent to the buyer's Mail ID along with reasons/justification, at least 15 days before delivery period. Under such circumstances, Delivery Peri od extension may be issued with L.D Charges.

Liquidated Damage (LD):
The Buyer reserves the right to impose LD in case of delay in supply attributable to the Seller at the rate of 0.5% per week or part thereof, of the basic cost (excluding taxes & duties on final product), of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order/contract value. In certain categories of procurement, LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. However, for development contra cts the rate of imposition of LD would be @ 0.25% per week or part thereof, of the basic cost (excluding ta xes & duties on final product), of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order/contract value

6. Delivery Status shall be updated only with the document/Delivery Challan duly attested by our officer al ong with their Seal and our Security-in Stamp. This is mandatory.

7. Arbitration: separate sheet attached with approval. Arbitration text as follows: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any di spute, disagreement or question arising out of or relating to the Contract or relating to product or performa nce, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following ap plicable provision:

For Central and State PSEs: In the event of any dispute or difference relating to the interpretation and appli cation of the provisions of commercial contract(s), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as per pro visions of Department of Public Enterprises OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as am ended .For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordan ce with either of the following provisions:

"The case of arbitration may be referred to arbitrator / arbitrators appointed as section 11 of Indian arbitra tion and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with pr ocedure of Indian Arbitration and Conciliation Act, 1996 as amended."
Or

"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indi an Arbitration and Conciliation Act, 1996 as amended."
Or
"The case of arbitration may be conducted in accordance with the rules of Arbitration of the International C hamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. How ever, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996 as amended."

All the above proceedings of arbitration cases shall be restricted / confined to the jurisdiction of the Buyer/ Procuring Entity i.e., Hyderabad only.

8. Risk and Expense Purchase:
In case Seller fails to honour the contractual obligations within the stipulated delivery period and as amend ed, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the d efaulting Seller has to bear the excess cost incurred, if any. Risk and expense purchase is exercised by the Buyer in the event of the Seller failing to honour the contractual obligations within the stipulated DP and w here extension of DP is not approved. Whenever risk purchase is resorted to, the Seller is liable to pay the additional amount spent by the Buyer, if any, in procuring the said contracted goods/ services through a fr

esh supply order/ contract, i.e. the defaulting Seller has to bear the excess cost incurred as compared with the amount contracted with him. It may be noted that procurement under Risk & Expense Clause must be completed within one year from the date of serving notice to the defaulting Seller.

In case, the seller fails to bear the excess cost incurred by the buyer, the following are the other remedies available to the Buyer:
(i) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the Seller.
(ii) Avoid issue of further RFP‟s to the firm till resolution of the discrepancy.
(iii) Bring up the issue of discrepancy in all meetings with the representative of Seller.
(iv) Provision for adequate BG to cover such risks.

9. Quality Requirements for AS-91000-D: The following quality requirements meant for AS-9100-D needs t o complied by firm in addition the specific quality requirements mentioned in the technical specification an d relevant quality assurance documents which are part of the RFP.

a) Materials/Services/Processes will be subjected to receipt inspection and payment will be released based on inspection results.
b) Firm shall ensure product/service/process delivery as per Specifications and Delivery Schedule.
c) Technical information as required is attached in the form of drawings, specifications, process document, QAP, design and development requirements, etc.
d) In case of providing services/processes, Firm shall ensure necessary competence of personnel.
e) In case of any technical information requirement, firm may please contact ASL Purchase Department.
f) Firm shall provide the right of access to ASL, its customer, and regulatory authorities to the applicable ar eas of facilities and to applicable documented information, at any level of the supply chain.
g) Firm implement quality management system as per ASL requirements.
h) Firm shall use customer-designated or approved external providers, including process sources ( e.g., sp ecial processes).
i) Firm shall notify ASL on non-confirming processes, products, or services and obtain approval for their dis position.
j) Firm shall test specimens for design approval, inspection/ verification, investigation, or auditing (as appli cable).
k) Retain documented information, including retention periods and disposition requirements
i) ASL shall exercise controls on design and development as per its or its customer’s requirements.
ii) Firm shall notify ASL on changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain organization’s approval.
Iii) Firm shall flow down its external provider’s applicable requirements including customer requirements.
iv) Firm shall ensure that persons are aware of their contribution to product or service conformity, their co ntribution to product safety and the importance of ethical behaviour.
l) Firm ensure prevention of counterfeit parts/product. Firm and it’s sub-tier suppliers, shall ensure that onl y non-counterfeit parts and products are delivered to ASL.
m) Further to prevent inadvertent use of counterfeit parts, Firms shall only procure directly form OEM, Orig inal Component Manufacture (OCM), or through OEM/OCM authorized distribution chain unless approved in writing by ASL.
n) Firm must obtain written approval to use Non-Franchised Distributors/Brokers and must present comple te and compelling support of all actions to ensure parts procured are legitimate, authentic, non-counterfeit parts.
o) In case of detection of counterfeit parts / products upon inspection, same will not be returned to Firms t hey are and will be handled as per the policies of ASL.

10. ASL shall carry out firm performance rating based on parameters like, Product Conformity, Delivery Sc hedule and absence of counterfeit parts. The result will be communicated to Firm for improvement.

**11. ALL THE OTHER TERMS AND CONDITIONS AS PER SCOPE OF WORK.**

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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---**