

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-05-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-05-2026 09:30:00
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	*****
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Indigenous Swarm Drones Algorithm
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Indigenous Swarm Drones Algorithm
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Designing Software (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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	40 %
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)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	294000

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).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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.

लाभार्थी /Beneficiary :

President of India

Simulator Development Division, Secunderabad, Department of Military Affairs, Indian Army, Ministry of Defence (Mcome Public Fund Account No - 10458272265)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% 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.

9. 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

11-05-2026 11:00:00	Offline Mode - Simulator Development Division (SDD), Near MCEME Auditorium, Trimulgherry, Secunderabad, Pin - 500015 Online Mode - Interested Bidders who wish to join through online followed by sharing of VC link from SDD. Buyers need to intimate atleast 5 days in advance regarding their attendance for online participation on official mail - sdd.it@gov.in, itsdd1234@gmail.com & hariomahlawat@gmail.com
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Indigenous Swarm Drones Algorithm (1 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****HYDERABAD	1	180

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

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

Simulator
Development
Division
C/o MCEME
PIN-500015

3. 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.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **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.

6. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

7. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

8. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

9. **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.

10. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. **Warranty**

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

12. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

13. **Warranty**

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

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS FOR TECHNICAL DEMONSTRATION DURING TECHNICAL EVALUATION

1. General.

1.1. These Additional Terms and Conditions shall form an integral part of the Bid Document and shall be read in conjunction with the Request for Proposal, technical specifications, qualification criteria, acceptance parameters and associated annexures.

1.2. In the event of any inconsistency between these Additional Terms and Conditions and any general bid submission document of the bidder, the provisions contained herein shall prevail to the extent of such inconsistency.

1.3. The purpose of these Additional Terms and Conditions is to prescribe the requirement, basis, scope and consequences of Technical Demonstration during Technical Evaluation.

1.4. Technical Demonstration is essential for this project because the subject capability involves live swarm coordination, heterogeneous drone interoperability, Ground Control Station driven command execution, safety critical behaviour, degraded-mode handling, fault recovery and offline / air gapped operation, which cannot be validated reliably through documentary compliance alone.

1.5. Technical Demonstration shall not be construed to mean that the bidder must possess the final contractual deliverable in complete form prior to award of contract. Its purpose is to establish that the bidder possesses an existing and credible technical baseline, in-house competence, integration capability, system maturity, and a practical understanding of the critical technologies necessary for the execution of the project.

2. Technical Demonstration as Part of Technical Evaluation.

2.1. Technical Demonstration shall form an integral and mandatory part of the proceedings of the Technical Evaluation Committee (TEC).

2.2. Each bidder shall be required to physically demonstrate the offered system, prototype capability, subsystems, software, interfaces and associated functionality before the TEC in accordance with the Bid Document.

2.3. Technical Demonstration shall be treated as a qualifying component of Technical Evaluation, and only those bidders whose demonstrated capability is found compliant by the TEC against the applicable TEC-stage technical demonstration requirements shall be considered technically responsive for further evaluation.

3. Basis of Technical Demonstration.

3.1. Technical Demonstration shall be conducted strictly on the basis of the technical requirements, qualification criteria, technical specifications, acceptance methodology, demonstration requirements and other conditions forming part of the Bid Document.

3.2. During Technical Evaluation, the mandatory technical demonstration parameters set out in Clause 6, and such related bid requirements as are relevant to TEC-stage validation, shall be checked criterion-wise by the TEC.

3.3. Mere documentary compliance, catalogues, brochures, presentations, videos, animations, simulations or unsupported technical claims shall not be accepted in lieu of live demonstration wherever physical demonstration is required.

3.4. Any capability claimed in the bid but not successfully demonstrated before the TEC, where required by the Bid Document, may be treated as not meeting the technical requirement.

4. Nature of Demonstration.

4.1. Technical Demonstration shall be carried out on functioning, field deployable physical hardware and associated software.

4.2. Demonstration shall be conducted in an offline / air-gapped environment wherever such a condition is specified or required by the Bid Document.

4.3. Demonstration based solely on simulation evidence shall not be accepted for those criteria which require proof on physical drone platforms, onboard hardware, Ground Control Station, networked components, payload interfaces or associated equipment.

4.4. The system demonstrated before the TEC shall correspond to the capability offered in the bid and shall be of sufficient maturity to permit meaningful technical evaluation.

5. Demonstration Setup and Provisioning.

5.1. The bidder shall provision, at its own cost, all hardware, software, onboard modules, Ground Control Station components, communication equipment, support equipment, cables, power arrangements, accessories, safety equipment, technical manpower and any other resources required for the conduct of the Technical Demonstration.

5.2. The bidder shall ensure that the demonstration setup is complete in all respects and ready for evaluation on the date, time and place notified by the Buyer.

5.3. Any special support requirement, site preparation requirement or infrastructure dependency essential for the conduct of the demonstration shall be clearly brought out by the bidder sufficiently in advance.

6. Scope of TEC-Stage Technical Demonstration.

6.1. During Technical Evaluation, the bidder shall be required to demonstrate, on a Pass / Fail basis, the following mandatory technical capability areas, to the extent applicable to the offered technical approach and as necessary to establish an existing and credible technical baseline for execution of the project. These parameters are intended to assess execution readiness and practical competence in the critical risk areas of the project and shall not be construed to require demonstration of the complete final contractual deliverable, full milestone completion or all post-award development outputs at the TEC stage.

6.2. The following critical capability areas shall be checked by the TEC during Technical Demonstration:

6.2.1. Ground Control Station Capability. Availability and functioning of an indigenous Ground Control Station, or equivalent command- and-control software environment, capable of multi-drone monitoring, command execution, telemetry visualisation, mission- state display and operator interaction.

6.2.2. Multi-Drone Command and Control. Ability to issue coordinated commands to multiple drones and observe coherent command execution, mission-state behaviour or controlled multi-drone operation.

6.2.3. Swarm Coordination Logic. Demonstrable existence of coordination logic relevant to swarm or team-

based drone operation, including synchronised behaviour, grouping logic, mission progression logic, task-level coordination or equivalent capability.

6.2.4. Heterogeneous Platform Integration. Ability to interface with, control, integrate or manage more than one drone platform, firmware variant, hardware configuration or equivalent heterogeneous setup, where claimed.

6.2.5. Mixed-Enablement / Mixed-Configuration Capability. Ability to demonstrate operation across differing technical configurations, including software-only setup, onboard compute assisted setup, mixed hardware configurations or equivalent integration conditions, where claimed.

6.2.6. Offline / Air-Gapped Operation. Ability of the offered system or technical baseline to function in an offline / air-gapped environment without dependence on cloud-based mission execution or cloud-based control logic.

6.2.7. Safety, Failsafe and Recovery Behaviour. Demonstrable implementation of safety logic, restricted-command handling, fallback response, recovery behaviour, operator override, degraded-mode handling or equivalent assurance measures relevant to drone swarm operation.

6.2.8. Logging, Traceability and Technical Evidence Generation. Availability of timestamped logs, Ground Control Station records, telemetry records, event records, session traces or equivalent technical artefacts sufficient to validate the demonstrated capability.

6.2.9. Architecture, Interfaces and Technical Baseline. Availability of architecture documentation, understanding of interfaces, integration logic, software/firmware identification, and version-controlled artefacts or equivalent material sufficient to establish technical maturity and execution readiness.

6.2.10. Failure-Injection / Validation Response. Ability to undergo such validation checks as may be applied by the TEC, including fault-injection, degraded communication checks, interoperability checks, restricted-command checks, repeat runs or other reasonable technical verification activity.

6.3. Each of the above mandatory technical demonstration parameters, as applicable to the offered solution, shall be assessed independently on a Pass / Fail basis. 6.4. Failure to demonstrate compliance with any one mandatory technical demonstration parameter applicable to the offered solution shall constitute technical non-compliance and shall result in technical disqualification.

7. Technical Evidence During Demonstration.

7.1. The bidder shall make available to the TEC, during Technical Demonstration, all relevant technical evidence necessary for validation of claims.

7.2. Such evidence may include, inter alia, timestamped telemetry logs, Ground Control Station session records, event logs, version details, architecture diagrams, interface details, configuration details, test records, fault-injection results, software / firmware identification and version-controlled artefacts.

7.3. The bidder shall provide criterion-wise technical evidence, wherever applicable, including logs, Ground Control Station records, configuration details, architecture documentation, failure-injection results and scenario based evidence packs with evaluator-observable Pass / Fail indicators.

7.4. The TEC may examine such records for the limited purpose of validating compliance with the Bid Document.

8. Validation by TEC.

8.1. The TEC may require repeat runs, additional checks, restricted command checks, interoperability checks, role-based access checks, degraded-mode checks, fault-injection scenarios, mixed-configuration checks and any other reasonable validation activity necessary to verify compliance.

8.2. The bidder shall extend all necessary cooperation during such validation.

8.3. Evaluation by the TEC shall be based on observed performance, technical evidence, compliance with bid conditions and such recorded assessment as the TEC may deem necessary.

9. Non-Compliance During Technical Demonstration.

9.1. Failure to successfully undertake the Technical Demonstration, where required, shall render the bid liable to rejection.

9.2. Failure to demonstrate compliance with any one mandatory technical demonstration requirement applicable to the offered solution during Technical Demonstration shall constitute technical non-compliance and shall result in technical disqualification. No waiver, averaging, set-off or compensation against performance under any other criterion shall be admissible.

9.3. Any material mismatch between the capability offered in the bid and the capability demonstrated before the TEC may render the bid liable to rejection.

10. No Substitution by Paper Compliance.

10.1. Submission of compliance statements, technical write-ups or declarations shall not by itself suffice where the Bid Document requires demonstration-based validation.

10.2. The requirement of Technical Demonstration shall not be dispensed with merely on the basis of documentation, unless expressly decided otherwise by the Buyer in writing.

11. Buyer's Discretion During Evaluation.

11.1. The Buyer reserves the right to determine the sequence, duration, scope and extent of Technical Demonstration required for proper technical evaluation.

11.2. The Buyer may require demonstration of specific modules, integrated capabilities or technical features considered critical to the evaluation of the bid.

11.3. The decision of the TEC with regard to adequacy, sufficiency and acceptability of the Technical Demonstration for the purpose of Technical Evaluation shall be final and binding for bid evaluation purposes.

12. Applicable Conditions.

12.1. All demonstrations shall be conducted in accordance with applicable safety requirements, local instructions and other conditions notified by the Buyer for the conduct of Technical Demonstration.

12.2. The bidder shall comply with all procedural instructions issued by the Buyer for scheduling and conduct of the Technical Demonstration.

13. Conclusion.

13.1. These Additional Terms and Conditions shall be deemed to have been accepted by the bidder on submission of the bid.

13.2. The bidder's failure to comply with these Additional Terms and Conditions may adversely affect Technical Evaluation and may render the bid liable to rejection.

14. ***Clause: Warranty Against Malicious Code***

14.1. ***Definition*** . For the purpose of this project, "Malicious Code" refers to any computer program, set of instructions, or code intentionally designed to disrupt, disable, harm, or otherwise impede the operation of the simulator, or to provide unauthorized access to the Simulator Development Division (SDD) network or participant data. This includes, but is not limited to, viruses, Trojans, worms, backdoors, logic bombs, time bombs, or any hidden software "kill-switches."

15. ***Vendor Warranty*** . The Vendor must ensure that:

15.1. The software, firmware, and all integrated modules delivered under this project shall be free from any Malicious Code.

15.2. The Vendor has not intentionally included, and has taken all precautions to prevent the inclusion of, any code that could enable unauthorized access to or exfiltration of data from the SDD secure environment.

15.3. No "**black-box**" third-party engines or opaque binaries have been used that prevent the full inspection and audit of the source code as per the delivery requirements.

16. ***Inspection and Auditing*** . As the project mandates the handover of complete source code, repository history, and build scripts, the Buyer (SDD) reserves the right to conduct independent security audits and static/dynamic code analysis. The Vendor shall provide all necessary cooperation to facilitate such audits to ensure the integrity of the system.

17. ***Remediation and Liability*** .

17.1. If any Malicious Code is discovered at any stage—during development, validation, or the warranty period—the Vendor shall, at its own expense, immediately remove such code and restore the system to a secure state.

17.2. The Vendor shall be liable for any data breaches, system failures, or damages to infrastructure resulting from Malicious Code attributable to the Vendor's deliverables.

17.3. Discovery of such code may result in the immediate termination of the contract, forfeiture of the Performance Bank Guarantee (PBG), and potential blacklisting of the Vendor.

18. ***Certification***. The Vendor shall provide a "**Certificate of Non-Malicious Code**" along with each software release, confirming that the delivery baseline has been scanned with industry-standard security tools and is found to be clean.

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 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---