

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-01-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-01-2026 11:30:00
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	2
वस्तु श्रेणी /Item Category	Stratospheric Altitude Aerial Surveillance Drone
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Stratospheric Altitude Aerial Surveillance Drone
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Surveillance Drone / Unmanned Aerial Vehicle (V2), Surveillance Drone / Unmanned Aerial Vehicle (V2) (Defence Forces - Navy, Army and Air Force), Logistics Drone or Unmanned Aerial Vehicle, Unmanned Aerial Vehicle / Drones for Agricultural Purposes (V3), Drone or Unmanned Aerial Vehicle with Customized Payload (Defence Forces - Navy, Army and Air Force), Drone or Unmanned Aerial Vehicle with Customized Payload, Surveying or Mapping Drone or Unmanned Aerial Vehicle, Small UAV for High Altitude as per MHA QR, Surveying or Mapping Drone or Unmanned Aerial Vehicle (Defence Forces - Navy, Army and Air Force), Micro UAV as per MHA QR
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Surveillance Drone / Unmanned Aerial Vehicle (V2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	26 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	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	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 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	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
वार्षिक रखरखाव शुल्क आवश्यक / Annual Maintenance Charges Required	Yes
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	Pre Dispatch

बिड विवरण/Bid Details

Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	45
अनुमानित बिड मूल्य /Estimated Bid Value	5200000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	130000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	2.50
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Commanding Officer
267 SATA Bty PIN 920267 C/O 56 APO Sumdo, Kinnaur, HP
(Commanding Officer)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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 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.
3. 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.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

Stratospheric Altitude Aerial Surveillance Drone (2 set)

(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
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Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	1 Year

Annual Maintenance

Annual Maintenance Charges Frequency

Annually

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में /((In number of days from contract start days)		
			मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	*****	*****Kinnaur	2	30	90

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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Non Disclosure of Contract Documents. Except with the written consent of the buyer/seller, other party shall not disclose the contract or any procurement, specification, plan, design, pattern, sample, or information thereof to any third party.

2. Liquidated Damages. In the event of the seller's failure to submit the bonds, guarantees and d

documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay as part of a week, subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed stores.

3. Termination of Contract. The buyer shall have the right to terminate this contract in part or in full in any of the following cases:

- (a) The delivery of the material is delayed for causes not attributable to force majeure for more than 15 days after the schedule date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of force majeure by more than 45 days provided force majeure clause is included in contract.
- (d) The buyer has noticed that the seller has utilise the service of any Indian/foreign agent in getting this contract and paid any commission to such individual/company, etc.
- (e) As per decision of the arbitration tribunal.

4. Octroi Duty & Local Taxes

(i) Normally, materials to be supplied to government departments against government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. The local town/municipal body regulations may, however, provide for such exemption only on production of such exemption certificate from any authorised official. Seller should ensure that repairs/replacement of the machine parts ordered against supply orders placed by this office are exempted from town duty/octroi duty, terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the buyer, to avoid payment of such local taxes or duties.

(ii) In case where the municipality or other local body insists upon payment of these duties or taxes the same should be paid by the seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the buyer without delay together with a copy of the rate and tax or bylaws/notifications of the municipality or the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

5. Performance Bank Guarantee (PBG).

The Bidder will be required to furnish a performance guarantee by way of bank guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available on MoD website and can be provided on request).

6. EMD Percentage 5% (Rs 2,60,000/-)

7. Tolerance Clause.

To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, buyer reserves the right to 20% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the buyer within this tolerance limit.

8. Payment Terms.

It will be mandatory for the bidders to indicate their bank account numbers and the relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.

A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request).

100% payment will be made on delivery of items along with production of the requisite documents and acceptance by the user.

9. Advance Payments.

No advance payment(s) will be made. 100% payment will be made on delivery of item along with acceptance by the user.

10. Paying Authority.

Indigenous Sellers: PCDA Central Command.

The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:

- (a) Ink-signed copy of commercial invoice / seller's bill.
- (b) Copy of supply order/contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (c) CRV, if applicable.
- (d) Inspection note.
- (e) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as BOE, octroi receipt etc., as applicable.
- (f) Warranty/guarantee certificate (refer para 16).
- (g) Copy of performance bank guarantee / indemnity bond, where applicable.
- (h) Details for electronic payment viz: account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (i) User acceptance.
- (k) Xerox copy of PBG.
- (l) Mandate form along with cancelled cheque.
- (m) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where IFA's concurrence is required under delegation of powers, indicating whether extension is with or without LD.
- (n) Details for electronic payment, viz account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (o) Any other document / certificate required may be provided for in the supply order/contract.
- (p) Exemption certificate for excise duty / customs duty if applicable.

11. Fall Clause.

The following fall clause shall form part of the supply order/contract placed on successful bidders:

(a) The price charged for the stores supplied under the contract by the seller shall in no event exceed the lowest price at which the seller sells the stores or offers to sell stores of identical description to any person/organization including the purchaser or any department of the central government or any department of any state government or any statutory undertaking in the central or state governments as the case may be, during the currency of the contract/supply order placed, during the currency of the rate contract is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offers to sell such stores to any person/organization including the buyer or any dept of central govt. or any department of state government, or any statutory undertaking of the central or state government at a price lower than the price chargeable under the contract, then the price payable under the contract for the stores supplied shall be automatically reduced.

However, the above stipulation will not apply to:

(i) Exports by the seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of supply/placement of the order of goods by the authority concurred under the existing or previous rate contract and is also under any previous contracts entered into with the central government departments including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with the bill for payment for supplies made against the rate contract:

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the government under the contract herein and such stores have not been offered / sold by me/us to any person/organization including the purchaser or any department of central 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 supply order placed during the currency of the rate contract at price lower than the price charged to the government under the contract except for quantity or for stores categorized under sub-clause (a), (b) and (c) of Sub-Para (i) above details of which are given below.

12. Risk & Expense Clause

(a) Should the stores or any installment 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 installment 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 as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the seller during the necessary check proof tests to be done in the buyer's country, the buyer shall be at liberty, without prejudice to any other remedy for breach of contract, to cancel 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 notice 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 such default.

(d) In the event of the contract being wholly determined, the balance of the stores remaining to be delivered there under.

(e) Any excess of the purchase price, cost of manufacture, 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 5% of the value of the contract.

13. Force Majeure Clause

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its

obligations (except for failure to pay any sum which has become due on account of receipt of goods under the terms of the present contract), if the non-performance results from such a force majeure circumstance such as flood, fire, war, earthquake, pandemic and other Acts of God as well as war, military operation, blockade, a decree or actions of state authorities or any other circumstances beyond the parties' control, that have arisen after the conclusion of the present contract.

(a) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of action of these circumstances and their consequences.

(b) The party for which it becomes impossible to meet obligations under this contract due to force majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

(c) Certificate of a chamber of commerce (commerce and industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

14. Quality

The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the seller's country or specifications enumerated as per RFP. Seller will confirm that the stores to be supplied under their contract shall be new if manufactured before 2019-2020.

15. Quality Assurance

Seller would provide the standard acceptance test procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to current production standard and having 100% defined life at the time of delivery.

16. Inspection Authority

The inspection will be carried out by a board of officers at SO (I) PIA RA BDE and the decision of the board will be final. The mode of inspection will be user inspection / joint inspection / self-certification.

17. Franking Clause

The following franking clause will form part of the contract placed on successful bidder:

(a) Franking Clause in the case of Acceptance of Goods.

"The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the buyer under the terms and conditions of the contract."

(b) Franking Clause in the case of Rejection of Goods.

"The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the buyer in any manner. The goods are being rejected without prejudice to the rights of the buyer under the terms and conditions of the contract."

18. Claims

The following claims clause will form part of the contract placed on successful bidder:

(a) The claims may be presented either:

(i) On quantity of the stores, where the quantity does not correspond with that shown in the Packing List/in sufficiency in packing, or

- (ii) On quality of the stores where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of Joint Receipt Inspection and acceptance of the quantity claim shall be submitted to the seller as per Form DPM-22 (available in MoD website and can be given on request).
- (c) The quality claims for defects or deficiencies in quality noticed during the Joint Receipt Inspection (JRI) shall be presented within 45 days of completion of Joint Receipt Inspection (JRI) and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period and shall be submitted not later than 45 days after expiry of the warranty period.
- The quality claim shall be submitted as per Form DPM-23 (available in MoD website and can be given on request).
- (d) The description and quantity of the stores are to be furnished to the seller along with concrete reasons for the claim supported by documentary evidence.
- (e) The seller shall collect defective/rejected goods from the location nominated by the buyer and deliver repaired/replaced goods at the same location under seller's arrangement.
- (f) Claims may also be settled by reduction of cost of such stores under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft on an Indian bank in favour of the Principal Controller/Controller of Defence Accounts concerned.
- (g) Quality claims will be raised solely by the buyer and without any certification/countersignature by the seller's representative stationed in India.

19. Warranty

- (a) The following Warranty will form part of the contract placed on successful bidder:
- (i) **The seller warrants** that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (ii) **The seller warrants a period of 24 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- (iii) **If within the warranty period**, the goods are reported by the buyer to have failed to perform as per specifications, the seller shall either replace or rectify the same free of charge within a maximum period of 45 days of notification of such defect received by the seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the log book.

Spares required for warranty repairs shall be provided free of cost by the seller.

The seller also undertakes to diagnose, test, adjust, calibrate and repair/rectify the goods/equipment arising due to accidents by neglect or misuse by the buyer, improper storage or damage due to transportation of the goods during the warranty period at the cost mutually agreed between the buyer and the seller.

- (iv) The seller shall provide that necessary service and repair back up during the warranty period of the equipment by the seller, and he will ensure that the downtime is within 10% of the warranty period.
- (v) **The seller shall associate technical personnel** of the maintenance agency and quality assurance agency of the buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- (vi) If a particular equipment/goods fails frequently and/or the cumulative down time exceeds 10% of the warranty period, the complete equipment shall be replaced free of cost by the seller within a stipulated period of 60 days of receipt of the notification from the buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the buyer/date of installation & commissioning.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

(viii) The Seller will guarantee the minimum shelf life of 10 years under the Indian tropic conditions as given below:

- **(aa)** Minimum temperature: Minus 30 Deg Celsius
- **(ab)** Maximum temperature: 50 Deg Celsius
- **(ac)** Average Humidity: 75%

(ix) All replaceable items due to manufacturing defect should be replaced as and when required during the warranty period.

20. Quality

The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for seller's country or specifications enumerated as per RFP and shall also include their modification to the stores suggested by the buyer.

Such modifications will be mutually agreed to. The seller confirms that the stores to be supplied under this contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvement and modifications therefore and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the seller in the past if any.

The seller shall supply interchangeability certificate along with the changed part number whenever applicable.

It should be mentioned that items would provide as much life as the original item.

21. Quality Assurance

Seller would provide the standard Acceptance Test Procedure (ATP) within one month of the date of the contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by buyer. The details in this regard will be coordinated during negotiation of the contract.

The item should be of the latest manufacture, conforming to current production standard and having 100 % defined life at the time of delivery.

22. Inspection Authority.

The mode of inspection will be Departmental Inspection.

The buyer shall detail a board of officers who shall carry out an inspection to ascertain the quality and carry out ATP and the final presentation.

23. Trial Methodology. Trial methodology will be the part of the technical presentation. All vendors who will participate in this bid are requested to give trials of the product so that we can check whether the product is meeting our technical requirements or not.

The trial of the equipment will be given at 267 SATA Battery, Sumdo.

Mob: 7060396723

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
2. GST shall be included in the AMC Charges quoted.
3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 25% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 2.5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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.

[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---