

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-06-2025 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-06-2025 21:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Military Affairs
Organisation Name/संगठन का नाम	Indian Army
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	ashkum.94170@gov.in
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	Medium Range Anti Drone Detection and Jamming System (Man Portable)
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Medium Range Anti Drone Detection and Jamming System (Man Portable)
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"> Anti Drone Gun as per MHA QR
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	475 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	475 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting documents *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Post Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Auto CRAC Days	60
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	4750000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

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

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

Beneficiary/लाभार्थी :

GOC-in-C, Northern Command

GOC-in-C, Northern Command (Udhampur) Account Number- 10582388222 IFSC- SBIN0000657 BANK- SBI HARI MARKET, JAMMU ACCOUNT NAME- PUBLIC FUND ACCOUNT

(Goc-in-c, Northern Command)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offer products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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 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. 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.

9. 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 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 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 facility at seller's 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 the 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.

10. 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)

Pre-Bid Date and Time	Pre-Bid Venue
30-05-2025 09:00:00	All firms to raise inquiry on GeM portal window only

Medium Range Anti Drone Detection And Jamming System (Man Portable) (10 the number of lots)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

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

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Jammu	10	120

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- The Seller fails to comply with any material term of the Contract.
- The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3. Generic

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

1 FOD
UDHAMPUR
1 FOD
UDHAMPUR
1 FOD
.

4. 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.

5. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- 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 3 years 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**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

8. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address e-mail Id and Phone No. required to be furnished along with the bid

9. **Generic**

NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:

1. I M/s.

FIRM NAME OF THE PARTICIPATING AGENCY

hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.

2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.

10. **Generic**

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

REGISTERED AGENCY

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following fair, transparent and reasonable procedure.)

11. **Generic**

Scope of supply includes Training: Number of employees to be trained

30

, Place for Training

UDHAMPUR

and Duration of training

12

days.

12. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contract

rates. The delivery period of quantity shall commence from the last date of original delivery order and in case 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.

13. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

5

Shelf Life. On the date of supply, minimum

5

usable shelf life should be available / balance.

14. **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.

15. **Turnover**

Bidder Turn Over Criteria: 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 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.

16. **Turnover**

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

17. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

INSPECTION AT SELLER PREMISES BY SELLER, CERTIFICATE TO THIS EFFECT WILL BE SUBMITTED BY VENDOR

Post Receipt Inspection at consignee site before acceptance of stores:
BOARD OF OFFICERS

18. **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.

19. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

PART - II : ESSENTIAL DETAILS OF ITEM / SERVICES REQUIRED

1. **Schedule of Requirements.** Procurement of Medium Range Anti-Drone Detection and Jamming System:-

<u>S No</u>	<u>Items</u>	<u>A/U</u>	<u>Qty</u>	<u>Rate (In ₹)</u>	<u>Remarks</u>
(a)	Medium Range Anti-Drone Detection and Jamming System	Nos	10		

2. **Operational Parameters and Technical Specification details required.**

S No	Operational Parameters	Specifications/ Operational Requirement	Evaluation	
			Certs	Physical
(a)	<u>Part-I: Gen Information.</u> Medium Range Anti-Drone Detection and Jamming system is a portable, small, lightweight and integrated anti-drone system to detect and jam/intercept invading drones. Man Portable Medium Range Anti-Drone Detection and Jamming system should be suitable for Medium altitude protection tasks for important meeting, large event and daily patrol in fixed places to detect and Jam/Intercept a drone.			
(b)	<u>Part-II : Physical Characteristics.</u>			
	<u>Anti-Drone Detector.</u>			

(i)	Operating Temperature	-20 ⁰ C to +45 ⁰ C	Cert	-
(ii)	Construction material	Strong, Rugged and Durable (As per Mil Std 810G, JSS 55555 or equivalent standard).	Cert	Physical
(iii)	Carriage	Man portable.	-	Physical
(iv)	Weight	≤10 Kg	-	Physical
<u>Anti-Drone Jammer / Interceptor.</u>				
(i)	Operating Temperature	-20 ⁰ C to +45 ⁰ C	Cert	-
(ii)	Construction material	Strong, Rugged and Durable (As per Mil Std 810G, JSS 55555 or equivalent standard).	Cert	Physical
(iii)	Carriage	Man portable.	-	Physical
(iv)	Weight	≤20 Kg	-	Physical
(c)	<u>Part-III :Tech Specification.</u>			
	<u>Anti-Drone Detector</u>			
(i)	Detection Range	Minimum 7 Km radius	Cert	Physical
(ii)	Detection Altitude	4000 mtr (min)	Cert	Physical
(iii)	Azimuth	360 ⁰	Cert	Physical
(iv)	Elevation	+/- 30 ⁰ or more	Cert	Physical
(v)	Power	180V - 240V AC	Cert	Physical

	(vi)	Frequency Bands	400 MHz to 6000 MHz	Cert	Physical
--	------	-----------------	---------------------	------	----------

S No	Operational Parameters		Specifications/ Operational Requirement	Evaluation	
				Certs	Physical
	(vii)	Average Detection Time	Less than 10 Seconds	Cert	Physical
	(viii)	Simultaneous detection Capability	Minimum 12 Drones	Cert	Physical
	(ix)	Operation	- Battery standby more than 08 hours (UPS- 2 KVA). - Battery continuous operation -Minimum 04 hours (UPS - 2 KVA). Power Adaptor - Continuous operation.	Cert	Physical
	<u>Anti-Drone Jammer / Interceptor.</u>				
	(i)	Jamming Range	Radius of 3 Km or more	Cert	Physical
	(ii)	Jamming Frequency	433MHz (430-470MHz), 915 MHz (869-930MHz), 1.2 GHz (1170-1380MHz), 1.6GHz (1570-1620MHz), 2.4GHz (2400-2500MHz) 5.8Ghz (5700-5900MHz), 400MHz to 6GHz, 5.1 & 5.2 GHz (5170 - 5250 MHz)	Cert	Physical

	(iii)	Azimuth	360 ⁰	Cert	Physica
	(iv)	Elevation	+/- 30 ⁰ or more	Cert	Physica
	(v)	Software Control	Software enabled Control Panel for defining active Jamming Frequency	Cert	Physica
	(vi)	Operation	<ul style="list-style-type: none"> - Battery standby more than 02 hours (UPS- 2 KVA). - Battery continuous operation -Minimum 01 hours (UPS - 2KVA) Power Adaptor - Continuous operation. 	Cert	Physica
(d)	<u>Part-IV : Power Supply.</u>				
	<u>Anti-Drone Detector & Jammer/Interceptor.</u>				
	(i)	Battery	<ul style="list-style-type: none"> -Commercially available in India - Rechargeable Lithium Iron or Ni-MH (UPS Inbuilt Battery). - Charger commercially available with AC/DC charging capability. - Minimum four spare batteries. 	Cert	Physica
	(ii)	Power Adaptor	<ul style="list-style-type: none"> -Commercially available -Operate on AC and DC -Cable length minimum 15 Meters 	Cert	Physica
	(iii)	Operation	Operate 24 x 7 on continuous power supply	Cert	Physica

Ser No	Operational Parameters	Specifications/ Operational Requirement	Evaluation		
(e)	<u>Accessories.</u>				
	<u>Anti-Drone Detector & Jammer/ Interceptor.</u>				
	(i)	Training Manual and User hand book		-	Physical
	(ii)	Illustrated spare parts list			Physical
	(iii)	Power supply adapter		-	Physical
	(iv)	USB Cable/ Connector	Minimum five meters Hard Bounder	-	USB Cable/ Connector
	(v)	Carrying Bag	Leather/ Synthetic & Hard Bounder	-	Carrying Bag
	(vi)	External videos display unit	Seven inch or more	-	External videos display unit
	(vii)	Warranty	Warranted by the manufacture to be free of defects for a period of two years from date of delivery	Cert	Warranty

	(viii)	Service Life Shelf Life	Five years	Cert	Service Life Shelf Life
	(ix)	User Training	In Situ by the Vendor to minimum 20 technicians @ 2 per eqpt	Cert	User Training
	(x)	Repair, maintenance & Support	Undertaking to be provided by the vendor that the repair support/ provision of spares will be provided for out of warranty repair for a period of minimum five years on payment basis.	Cert	Repair, maintenance & Support

(f) **Required Warranty of the Eqpt.** Warranty should be provided for two years.

3. **Delivery Period.** Delivery period for supply of items would be ____ day from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case the items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. The stores will be delivered at **1 FOD, Udhampur** for the inspection and acceptance.

5. All packing cases, containers packing and other similar materials shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.

6. The purchaser / Accepting Officer : The President of India
Through
Project Officer

PART-III : CONDITIONS OF RFP

(The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in the rejection of the Bid submitted by the Bidder).

Buyer Added Bid Specific Terms and Conditions on GeM.

1. **Delivery Address.** 1 FOD (Udhampur).
2. **Malicious Code Certificate.** Certify that the hardware and software being offered, as part of the contract, does not contain embedded malicious code that would activate procedures to :-
 - (a) Inhibit the desired and designed function of the eqpt.
 - (b) Cause physical damage to the user or equipment during the exploitation.
 - (c) Tap information resident or transient in the eqpt/ network.
 - (d) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
3. **Shelf Life.** The product/ spare parts to be supplied as part of the service must have manufacturing year 2025, shelf life on the date of supply **minimum 5 years**, usable shelf life should be available/ balance.
4. **Option Clause.** Buyer has the right to increase or decrease the quantity to be ordered upto 50% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by upto 50% of the

contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. **Generic.** Without prejudice to buyer's right to price adjustment by way of discount or any other right or remedy available to buyer, Buyer may terminate the contract or any part thereof by a written notice to the seller, if:-

- (a) The seller fails to comply with any material term of the contract.
- (b) The seller informs buyer of its inability to deliver the material or any part thereof with the stipulated delivery period or such inability otherwise becomes apparent.
- (c) The seller fails to deliver the material or any part thereof within the stipulated delivery period and/ or to replace/ rectify any rejected or defective material promptly.
- (d) The seller becomes bankrupt or goes into liquidation.
- (e) The seller makes a general assignment for the benefit of creditors.
- (f) A receiver is appointed for any substantial property owned by the seller.
- (g) The seller has misrepresented to buyer, acting on which misrepresentation buyer has placed the purchase order on the seller.

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

7. **Scope of Supply.** Scope of supply (Bid price to include all cost components) : only supply of goods.

8. **Turnover.** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st Mar of the previous financial year, should be as indicated in the bid docu. Documentary evidence in the form of certified audited Balance Sheets of relevant periods or a certificate from chartered accountant/ cost accountant indicating the turnover details for the relevant period shall be loaded 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 year after the date of constitution shall be taken into account for this criteria.

9. **Inspection. Nominated Inspection Agency,** on the behalf of the buyer organization, any one of the following inspection agency would be conducting inspection of stores before acceptance:

(a) Pre-dispatch inspection at seller premises (applicable only if pre-dispatch inspection clause has been selected in ATC).

(b) Post receipt inspection at consignee site before acceptance of stores: Departmental Inspection by Board of Officer.

10. **Warranty.** Warranty period for the supplied products shall be **two years** from the date of final acceptance of goods or after completion of installation, commissioning and testing of goods at consignee location. OEM warranty certificate 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 warranty 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.

11. **Law.** The contract shall be considered and made in accordance with the law of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

12. **Effective Date of the Contract.** The supply order shall come into effect on the date of signing of supply order by both parties. The delivery/ supply and performance of the services shall commence from the effective date of supply order.

13. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to contract or performance which cannot be settled

amicably, may be resolved through arbitration. The standard clause of arbitration as per Forms DPM-2007, DPM-2008 and DPM-2009 (Available in MoD website and can be provided on request). Arbitrator will be appointed by the GOC-in-C, Q Northern Command and hearing of the dispute or arbitration proceedings will be held at HQ Northern Command (Udhampur).

14. **Transfer and sub-letting.** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract of any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or a part thereof.

15. **Amendments.** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

16. **Liquidated Damages.** In the event of the Seller's failure to submit the Bills, Guarantees and Documents, "**Procurement of Medium Range Anti-Drone Interdiction and Jamming Sys (Man Portable)**" out of Army Commanders Special Financial Powers (ACSFP) for units of Headquarter Northern Command for FY 2025-26 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's agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered store / services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the Value of delayed stores.

17. Force Majeure Clause.

(a) Neither party shall bear the 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 provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period

od of time or action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under his contract due to Force Majeure conditions, is to notify in written from 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 the beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 180 days, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

18. **Terms for Delivery and Transportation.** Delivery will be made at 1 OD c/o 56 APO, Udhampur (J&K) as one consignment (Part consignment will not be accepted).

19. **Life Certificate of the Eqpt.** A life certificate of the equipment duly certified by the OEM will be submitted along with the Commercial Bids.

20. **Earliest Acceptance Year of Manufacture.** 2024 or later manufacture. Quality/ Life certificate will need to be enclosed with the bill.

21. **TEC Sample.** One sample is required to be submitted for proceeding Technical Evaluation Committee (TEC) which will be asked for any time after seven days from the last day of submission of bids. The sample will be checked by TEC and in accordance to technical parameters of specification.

22. **Disqualification.** Government of India reserve the right to disqualify any seller should it be so necessary at any stage on grounds of National Security.

23. **Penalty for Use of Undue Influence.** The seller undertakes that he has not

given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (Whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf. As defined in Chapter IX of the Indian Penal Code 1860/ 2060 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe, inducement or any attempt at any such act on behalf of the Seller towards any Officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but

not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

24. **Agents / Agency commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores / provider of the Services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of the items or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation of the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contract concluded earlier with the Government of India.

25. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or Paid Commission or Influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and penalty for use of undue influence, the Seller, on a specific request to the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.

26. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer / Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

27. **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 **90 days** after the scheduled 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 **90 days** provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services 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.

28. **Taxes and Duties.**

(a) Bidders must indicate separately the relevant GST likely to be paid in connection with delivery of completed goods specified in RFP in absence of the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a Bidder is exempted from payment of any GST up to any value of supplies for them, he should clearly state that no such GST will be charged by them up to the limit of exemption which they may have if any concession is availed.

able in regard to rate/ quantum of any GST it should be brought out clearly. In such cases relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) If any concession is available in regard or/ quantum of any GST, as mentioned by the seller in their bids relevant certificate will be issued by the buyer to enable the seller to obtain exemptions from taxation authorities.

(iv) Any changes in GST levies by Central/ State/ Local governments on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer to the extent of actual quantum of such GST paid by the seller. Similarly, in case of downward reduction in any such GST the actual quantum of reduction of such GST shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates concession etc, if any obtained by the seller section 11-A of sales of Goods Act will be relevant in this situation.

(v) GST levied by Central/ State/ Local governments GST on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. GST on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(vi) In light of roll out of GST indirect taxes i.e custom duty/ VAT/ CST/ Entertainment tax have been subsumed seller to quote realistic estimate alongwith basic cost and taxes.

(vii) Where the GST is payable on advance basis, the bidder should submit along with the tender, the relevant form and the manufacturer price list showing the actual assessable value of the stores as approved by the excise authorities.

(viii) Bidder should note that in case of any refund of GST is granted them by excise authority in respect of stores supplied, they will pass on the credit to the buyer immediately alongwith a certificate that the credit so passed on relates to the GST, originally for the stores supplied under the contract. In case of their failure to do with **10 days** of the issue of the excise duty refund order to excise authority the buyer would be empowered to deduct a sum equivalent to then

from any of their outstanding bills against the contract of any other pending government Contract and that no disputes in this account would be raised by them.

(ix) The seller is also required to furnish to the paying auth the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to seller during the months immediately preceding the date of the claim covered by the relevant bills

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts also indicating details of such refunds/ applications, if any.

(c) A Certificate alongwith the final payment bills of the seller to the effect whether or not they have any pending appeal/ protest for refund or partial refund of GST already reimbursed to the seller by the Government pending with the excise auth and if so, the nature, the amount involved and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from excise auth was obtained by the seller after obtaining reimbursement on the paying auth, and if the same is not immediate and particulars of the transactions, paying authority will have full authority to recover such amounts from the seller outstanding bill against that particular contract or any other pending government contracts and that no dispute on this account would be raised by the seller.

(e) Firm will submit that invoice/ bill clearly indicating the applicable HSN number thereon and also supported with documentary evidence.

(f) Firm will give declaration that any additional input on credit benefit if becomes avbl to supplier, the same shall be passed on to purchaser without any undue delay.

(g) Unless otherwise specifically agreed to in terms of the contract the buyer shall not be liable for any claim on account of fresh imposition and or increase of GST on raw material and components used directly in the manufacture of the contracted taking place during the pendency of the contract.

(h) If it is desired by the bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the price quoted by the bidder are inclusive of sales tax and no liability of sales tax will be developed upon the buyer.

(j) On the bids quoting sales tax extra, the rate and the nature of GST applicable at the time of supply should be shown separately. Sales tax will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided transaction of sale is legally liable to sale tax and the same is payable as per the terms of the contract.

(k) The firm should be GST compliant. Details of GST will be as under :-

(i) As per the new regulations GST has been implemented. GST has following three components: -

(aa) State Goods and Services Tax (SGST).

(ab) Central Goods and Services Tax (CGST).

(ac) Integrated Goods and Services Tax (IGST).

(ad) Vendor will clearly bring out the three components in the price bid.

(ae) Seller will submit the invoice/ bills clearly indicating the applicable HSN number thereon and also supported with documentary evidence.

(af) Seller will give declaration that any additional input tax credit benefit if becomes available to supplier, the same shall be passed on to purchaser without any undue delay.

(ag) Any other duties/ taxes levied by local/ state/ central govt authorities.

29. **Advance Payment.** No advance payment will be made.

30. **Payment Terms.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ NEFT mechanism instead of payment through cheques. 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 and acceptance by the user and on production of the requisite documents.

31. **Bid Security Declaration.** As per rule 170 of General Financial Regulations (GFRs) 2017, Micro and Small Enterprises (MSMEs) and the firms registered with concerned ministries/ department are exempted from submission of Earnest Money Deposit. In lieu of bid security, bidders are required to submit a 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity of the bid they will be suspended for the time specified as per Manual of Procurement of Consultancy and Other services 2017.

32. **Paying Authority.** Principle Controller of Defence Account (NC), Northern Command, Jammu. The payment of bill will be made on submission of the following documents by the seller to the paying authority alongwith the bill:-

- (a) Ink signed copy of contingent bill/seller's bill.
- (b) Ink signed copy of commercial invoice/ seller's bill.
- (c) Copy of supply order/ contract with UO number and date of IFA's concurrence where required under delegation of powers.
- (d) CRVs in duplicate.

- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as excise duty challan, custom duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries etc as applicable.
- (g) Exemption cert for Excise duty/ customs duty if applicable.
- (h) Bank guarantee for advance if any.
- (j) Guarantee/ Warranty Certificate.
- (k) Performance Bank Guarantee/ Indemnity Bond where applicable.
- (l) DP extension letter with CFA's sanction UO number and date of IFA's concurrence where required under delegation of power, indicating whether extension is with or without LD.
- (m) Details for electronic payment viz account holder's name, bank name and address, account type, account number, IFSC, MICR code.
- (n) Any other document/ certificate that may be provided for in the supply order/ contract.
- (o) User Acceptance.
- (p) Photocopy of PBG.

33. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:-

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons / organization

cluding the purchaser or any department of the Central Government or any department of state Government or any statutory undertaking the central State Government as the case may be during the period till performance of supply orders placed during the currency of the contract is completed.

(b) If at any time, during the said period the seller reduces the sale price or offers or offer to sell such stores to any person / organization including the Buyer or any Deptt of Central Govt or any Department of the State Government as the case may be at a lower price chargeable under the contract the seller shall notify such reduction or sale or offer of sale to purchase/ contracting authority and the director general of supplies & disposals and the payable under the contract for the stores such reduction of sale shall stand correspondingly reduced the above stipulation will however not apply to:-

(i) Exports by the seller.

(ii) Sale of goods as original equipment at price lower than the price 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 the completion of sale/ placement of the order of goods by the authority concerned under the existing or previous rate contracts as also under any previous contracts entered into with the central or state govt depts including their undertakings excluding joint sector companies, private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment of 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 the Government under the contract herein and such stores have been offered/ sold by me/ us to any person/ organization including the purchaser or any department of Central Government or any department of a State Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Contract at price lower than the price charged to the Government under the above clauses (a), (b) and (c).

34. **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 Board of Officer (ATP) 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 Case of Rejection of Goods**. The fact that the goods have been inspected after the delivery period and rejected by Board of Officer (ATP) 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.

35. 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 notifying 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 check proof tests to be done in the Buyer's country, the BUYER shall be at liberty without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of material breach that was not remedied within **45 days**, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, or other stores of the same or similar description to make good:-

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer or value of any

stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the supplier.

36. **Registration with DPIIT.** Registration of the participating firms with DPIIT is mandatory as per addendum to rule 144 (XI) or GFR. Bidder (incl Indian) having a commercial arrangement with any entity from countries which share land border with India also need to register with DPIIT. Any such document with reference, country of origin/ manufacture/ bill of material, supplier visibility/ OEM details may be asked for during the tech evaluation stage of procurement to verify the claims.

37. **Debarred/ Blacklisted Firms.** Bids submitted by firm/ entity debarred, blacklisted by the Govt/ Def Forces/ PSU/ PMFs/ Police/ any recognized agency will not be considered for evaluations.

38. **Visit to Factory Premises and Verification of Products till Component level.** During the technical evaluation, vendor may be called for submission of minimum four samples of the products being offered by the vendor on "No Cost No Commitment" basis within fourteen days of the commencement of TEC, wherein TEC may undertake inspection down to the components/ chip level of any of the random products submitted or visit to factory premises of the OEM/ supplier or both with GOI/ Ministry of Finance (DoE) OM No F.7/10/2021-PPD dt 23 Feb 2023 regarding amendment to rule 144 (XI) of the GFRs 2017 and order (Public Proc No 4) No F7/10/2021-PPD (1) dt 23 Feb 2023 regarding restrictions under Rule 144 (xi) of GFRs 2017.

39. **Proc from Countries Sharing Border with India.** Bidder from a country sharing land border with India is required to submit cert of registration as per GOI Ministry of Finance (Department of Expenditure) OM No F.7/10/2021-PPD dt 23 Feb 2023 regarding amendment to Rule 144 (xi) of the GFRs 2017 and order (Public Proc No 4) No F7/10/2021-PPD (1) dt 23 Feb 2023 regarding restrictions under rule 144 (xi) of GFRs 2017.

40. All parameters which cannot be physically verified by TEC board should be fully supported by OEM certificate/ any accredited lab certificated as applicable.

41. **Country of Origin.** Country of origin of the equipment and components will be specified.

42. **Holiday Listing (Temporary Disbarment/ Suspension).** In the event of default or discrepancy with reference to Bid Security Declaration submitted

seller, the seller will be suspended for a period of 12 months. When the seller under suspension, he will neither be invited to bid nor will his bids be considered for evaluation. The seller will stand removed from the suspended listing on expiry of suspension period.

43. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certificate.

44. **PBG.** Such Performance Bank Guarantee in prescribed format, a scheduled commercial bank must be submitted by seller to the buyer within 15 days of award of contract on GeM.

46. **Make in India (MII).** Attention is drawn to the laid down policy of the govt of India, public proc (preference to Make in India) order 2017 (PPP MII Order) dated 15 Jun 2017 issued pursuant to Rule 153 (iii) of GFR 2017 and Revision order dt 1 Sep 2020.

47. **Training.** Vendor will be required to impart user training on alignment procedure as per specified syllabus and duration as recommended by the vendor at jointly agreed location.

48. **Product Support.** The following product support clause will form part of the contract placed on successful bidder: -

(a) In the event of any obsolescence during the above-mentioned period of product support in respect of any component of sub system, mutual consultation between the seller and buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(b) Any improvement/ modification/ upgradation being undertaken by the seller or their sub suppliers on the stores/ equipment being purchased under the contract will be communicated by the seller to the buyer and if required by the buyer, these will be carried out by the seller at buyer's cost.

(c) Complaint lodged regarding serviceability of the equipment to be resolved within 96 hours at Udhamapur. If vendor fails to resolve the issue on time within stipulated time, the additional time taken to resolve the issue will be added in the warranty of the equipment.

49. **Inspection Authority.** The inspection will be carried out by Board of Officers (ATP). The mode of inspection will be departmental inspection. Vendor representative will also be present during **Acceptance Test Procedure**.

50. **Tolerance Clause.** To take care of any changes in the required during the period starting from published of bid till placement of the order/ contract, buyer reserves the right to **50%** plus/ minus increase/ decrease the quantity of the required goods upto that limit without any change in terms and conditions and price quoted by the seller. While awarding the contract the quantity ordered can be increased or decreased by the buyers within the tolerance limit.

51. **Repeat Order Clause.** The contract will have a Repeat Order Clause wherein the buyer can order upto **50%** quantity of the items under the present contract within six months from the date of supply/ successful completion of this contract, the cost, terms and conditions remaining the same. The bidder is to confirm acceptance this clause. It will be entirely the discretion of the buyer to place repeat order or not.

52. **Quality Claims on Account of Defects or Deficiencies.** The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within **forty-five** days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than **forty-five** days after expiry of the guarantee period. The quality and quality claims should be submitted to the seller in the prescribed form given in forms DPM-22 and DPM-23 respectively.

53. **Testing/ Evaluation of Ruggedness.** In case of procurement of optical eqpt like day sight, TI Sight, Monocular/ Binocular, Spotter Scope etc where the NCOR specifies IP Rating (IP65/ 67), Mil Std 810G, JSS55555 or equivalent standard, ' Drop Test and Water Resistance Test' will be conducted physically.

54. **Non-Disclosure Declaration Certificate (On Bidder Letter Head) to be Uploaded with Bid.**

(a) I M/s (Firm Name), hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party and after expiry of contract.

(b) If defying the norms as per the contract a legal action may be taken against me as per the existing rules.

55. **Technical Presentation.** Vendors are requested to provide soft copy of the technical presentation on the equipment to enable TEC to check the essential parameters.

56. **Check List.** A check list of documents to be attached alongwith the bid in given as under for ready reference:-

S No	Details of Documents	Submitted by the Vendor (Yes / No)	Remarks
1.	Annual Turnover Cert		
2.	Years of Past Experience		
3.	MSE Exemption for Years of Experience and Turnover		
4.	OEM Authorisation Certificate		
5.	Startup Exemption for Years of Experience		
6.	MII Compliance Certificate		
7.	MSE/NSIC Compliance Certificate		
8.	Bidder Financial Standing by Registered CA		
9.	Documents. (a) Pan Card (b) GSTIN (c) Cancelled Cheque (d) ETF Mandate		
10.	Non-Disclosure Declaration Cert		

11.	Malicious Code Cert		
12.	Bid Security Declaration		

S No	Details of Documents	Submitted by the Vendor (Yes / No)	Remarks
13.	Certified Audited Balance Sheet of Last Three years		
14.	Registered Office in India		
15.	ISO 9001 Certification or Equivalent		
16.	<u>Relevant Bid Documents.</u> (a) Type Test Certificate. (b) Approval Certification (c) Other Certificate as in Bid Document.		
17.	Life Certificate of Eqpt- Minimum Seven Year Life		
18.	Dedicated/ Toll Free Telephone Number for Service Support		
19.	Test and Compliance Certificate in respect of all parameters or better specified in NCOR from Government/ NABL accredited lab or by OEM		
20.	Industrial License under Industries (Development and Regulation Act 1951)		

21.	Confirmation regarding Option Clause and Tolerance Clause		
22.	Confirmation and Compliance to all Parameters of the GTC and AT C		
23.	EMD		

57. **Octroi Duty & Local Taxes.**

(a) 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 at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contract placed by this office are exempted from levy or Town Duty / Octroi Duty, Terminal Tax or other local taxes and duties. Whenever required, they should obtain the exemption certificate from the Buyer to avoid payment of such local taxes or duties.

(b) 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 damage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of relevant act or by laws / notifications of the Municipality of 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.

—

—

20. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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. 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 संप्रदाधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

