

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-05-2025 17:30:00
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	eprocartybr.01@gov.in
Total Quantity/कुल मात्रा	36
Item Category/मद केटेगरी	Unmanned Aerial Vehicle & Payload Systems for Surveillance (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	137 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	183 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
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
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 document *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	20 %
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	7 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
Quality Assurance Plan document	1741770388.pdf
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1377864

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).	14

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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, EASTERN COMMAND
HQ Eastern Command, PIN-908542,C/O 99 APO
(Goc-in-c, Eastern Command)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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.
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 {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 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 20% 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 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

Unmanned Aerial Vehicle & Payload Systems For Surveillance (36 pieces)

(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

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Application and Construction	Intended Application	Use of Unmanned Aerial Vehicles (UAV) for Surveillance to capture still images and video to gain intelligence and gather information about specific targets, which might be individuals, groups or environments. The areas of intended application may include Industrial Security, Law Enforcement and First Response, Crowd Monitoring, Traffic Monitoring, Disaster Response, Emergency Response, Threat Response and Security, Surveying/Mapping, Aerial Inspection etc.
	Major construction / components of the Unmanned Aerial Vehicle & Payload Systems Industrial & Commercial Application (Inclusive in the scope of supply)	UAV Bird(Drone), Ground Control Station & Monitoring Software (controller), Payload system as per intended application, Application Software to control the payload operation, Application software to process payload data
UAV Bird - Performance and features	Flight Time at Full Payload (In minutes)	15 minutes or more, 20 minutes or more, 25 minutes or more, 30 minutes or more, 40 minutes or more, 60 minutes or more, 75 minutes or more, 90 minutes or more, 120 minutes or more Or higher
	Nominal Cruise speed (In meter/sec)	4-6, 7-9, 10-12, 13-15, 16-18
	Maximum Wind Resistance (In km/hr) under which the UAV operated without degradation in performance	15-19 km/hr, 20-24 km/hr, 25-29 km/hr, 30-34 km/hr, 35-39 km/hr, 40-44 km/hr, 45-49 km/hr
	Flight Distance Allowed at Full Payload (In km)Hint: Distance between Take Off Point to farthest point on a one way distance	2 km, 3 km, 4 km, 5 km, 10 km, 15 km, 20 km, 30 km, 40 km, 50 km Or higher
	Maximum Flight Altitude Capability of the Bird,above Take off Point at Full Load (In meter)	120 m, 200 m, 300 m, 400 m, 500 m, 600 m, 800 m, 1000 m
	Flight Mode Options	Manual, Semi- Autonomous, Fully Autonomous
	Features of UAV Bird	Auto take-off & land, Altitude hold, Hover at a defined waypoint (applicable for Rotary Wing UAV only), Autonomous Waypoint Navigation (pre-defined as well as dynamically adjustable waypoints during flight), Remotely Piloted mode for video-based navigation (RPV Mode)
	Fail safe Features of UAV Bird (Multi-Select)	Return to home on communication failure, Return to home/land on low battery, Multiple GPS on board for failure redundancy, Anti collision light, Autonomous flight termination system
	Class Of Unmanned Aircraft Vehicle (UAV)/ Unmanned Aircraft Systems (UAS) as per Type certificate	Micro, Small, Medium

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Power Source of UAV Bird	Number of Batteries Inclusive in the Scope of Supply (Hint: It includes total number of batteries supplied Fitted as well as Spare)	1, 2, 3, 4, 5
	Suitable Charger is supplied to recharge the battery from AC Mains 230 V \pm 10 %, 50 Hz	Yes Charger Having Slot For One Battery, Yes Charger Having Slot For Two Battery, No Or higher
Ground Control Station (GCS) and Monitoring Software	Comptabile Hardware as GCS (Inclusive in the Scope of Supply)	Laptop, semi-rugged Laptop, Fully rugged Laptop, Tablet, semi-rugged Tablet, Fully rugged Tablet, Hand Held/Body worn GCS, NA
	GCS Application Software Generic Features	Geographic Map, UAV Location, UAV Tajectory, Camera View Polygon Way Points, Flight Plans
	Interface Port for Data Transfer	USB, Wifi, Ethernet, HDMI
Payload	Type of Payload	Only Day Camera, Only Night Camera, Integrated Day and Night Camera
Generic	Accessories (Multi-Select)	One set Spare Propellers, Hard Transportation Boxes with Wheels, Hard Transportation Boxes without Wheels, Field Repair Kit: 1 set, Hard Copy of User, Technical & Maintenance Manual: 1set, One spare set of Landing Gear
Environmental Operating Conditions	Maximum Operating Temperature (In Degree Celsius)	55 Or higher
Warranty, Service and Training	Warranty on UAV System (In Years) Or Guaranteed Operational life of UAV (In Number of landings) Hint: Either warranty in Years or warranty in Number of Number of Landings , whichever is applicable earlier)	1 Year or 200 Number of Landings, 1 Year or 400 Number of Landings, 1 Year or 600 Number of Landings, 1 Year or 800 Number of Landings, 1 Year or 1000 Number of Landings, 1 Year or 2000 Number of Landings, 2 Year or 200 Number of Landings, 2 Year or 400 Number of Landings, 2 Year or 600 Number of Landings, 2 Year or 800 Number of Landings, 2 Year or 1000 Number of Landings, 2 Year or 2000 Number of Landings, 3 Year or 200 Number of Landings, 3 Year or 400 Number of Landings, 3 Year or 600 Number of Landings, 3 Year or 800 Number of Landings, 3 Year or 1000 Number of Landings, 3 Year or 2000 Number of Landings Or higher

Additional Specification Parameters - Unmanned Aerial Vehicle & Payload Systems For Surveillance (36 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
AS PER TECHNICAL SPECIFICATION/ ECQR OF NANO DRONE	The required specification of the equipment to be as per approved ECQR of this Headquarter

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****Kamrup	36	120

Special terms and conditions-Version:3 effective from 04-06-2024 for category Unmanned Aerial Vehicle & Payload Systems for Surveillance

1. STC (Special Terms Condition) for the Product Category "Unmanned Aerial Vehicle & Payload System for Surveillance"

A. The Following clarification may be applicable in case of type certificate requirements

1. Type Certificate: The possession of the Type Certificate by manufacturer/ OEM of the Products sold under the category is a Statutory requirement as per Drone rules 2021. Exemption if any Under Drone Rules 2021 may be seen.

2, Type Certificate (TC) scope limited to Civilian Drone: Type Certificate applies only to the Unmanned aircraft systems (UAS) / Unmanned aircraft Vehicle (UAV) used for Civilian Purpose.

3. Payload details to be verified From Type Certificate: The details of payload/ use case should be verified by the buyer from the relevant section of the Type Certificate.

B. The following clarifications shall be applicable for the parameters which are optional accessories/features kinds and enabled **Multi-Select** for seller.

1. Against the optional accessories/features kind of parameters which are multi-select for seller, buyer may stipulate/select only required accessories/features at the time of creation of bid and same required accessories/features shall be verified before accepting of the stores. This is to ensure strict compliance of supplied stores to the bid requirements including ATC if any. However the contract generated may have mentioned of accessories/features other than bid requirements due to the fact that the contract gets generated based on the catalogue uploaded on the OEM/Seller.

Note: The parameters which are optional accessories/features kinds and enabled for multi-select for the seller may have (Multi-Select) with parameter name to allow easy identification of the same for applicability of above.

C. Note to Buyer: Buyers are requested to select (checkbox) as many values as possible for the filterable parameters to have all possible allowed values in the bid meeting technical requirement.

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

1. **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 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. **Generic**

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

222 ABOD, NARANGI CANTT, GUWAHATI (ASSAM)

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-
-
-
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3. **Generic**

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

4. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

6. **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):

-

Post Receipt Inspection at consignee site before acceptance of stores:
BY BOARD OF OFFICER AT 222 ABOD, NARANGI CANTT, GUWAHATI (ASSAM)

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

GOC-IN-C EASTERN COMMAND
payable at

STATE BANK OF INDIA, FORT WILLIAM KOLKATA (WB)

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

9. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

10. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

11. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

The following authenticated documents are to be submitted online in the sequence mentioned below giving file name as per their contents:-

1. Copy of PAN
2. Income Tax Return Acknowledgement Certificate for last three years.

3. Balance Sheet duly certified by Chartered Accountant.
 4. Trade License/Manufacturing License.
 5. GST Registration Number and HSN code of item.
 6. Latest Banker's Solvency Certificate
 7. Proof of ISO certification, if held.
 8. Certificate by firm has not been banned or delisted by any Govt or Quasi Govt Agency or PSU.
 9. Technical Data Sheet of Equipment. Technical Specifications form will be filled, signed, Stamped, Scanned and uploaded.
 10. OEM Certification.
 11. Additional Charges/Discounts.
 12. Tender Acceptance Certificate.
 13. ECS Mandate form.
 14. Annual Turnover Certificate in last two FY to be atleast Rs 137 Lakhs issued by a certified Chartered Accountant.
 15. Experience Cert (Proof of Supply of above eqpt similar eqpt to Pvt / Army / Public /Sector).
 16. Bid Security Declaration.
 17. Certificate from OEM regarding percentage of local content and details of location at which the local value addition is made alongwith the Bid.
 18. Certificate from vendor that bidder is not under liquidation, court receivership of similar proceedings, should not be bankrupt.
 19. The physical Characteristics of the product duly authenticated by the bidder.
 20. Registration Certificate of Company.
 21. Non Chinese Origin Certificate.
 22. Copy of Industrial licence under industries (Development and registration act 1951) in case of vendor is a manufacture.
 23. The vendor supposed to provide the details of location (s) where the value of local content is added alongwith the percentage of addition.
 24. In case of procurement value in excess of Rs 10 Crore the local supplier is required to provide a certificate from statutory/ cost auditor of the company.
 25. MSME vendors will clearly mentioned the category under which they are registered alongwith supporting documents.
 26. GeM registered vendors will provide registration certificate alongwith necessary document which proves the capacity of production/ category of supply etc.
 27. Cancelled Cheque.
- Appendix 'A' (Ref Para 11 of Additional Terms and Conditions)

ADDITIONAL CHARGES/DISCOUNTS

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me. OR The following additional Charges Levied/Discounts Offered over and above the prices quoted in the BOQ which will have financial implication on the bid value quoted by me:-

(a) Signed by:

(b) Official stamp:

(c) Date: Notes:-

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or auth person on behalf of the owner.
3. Freight/Unloading and Stacking charging must be including in basic price of the item.

Appendix 'B' (Ref Para 12 of Additional Terms and Conditions)

TENDER ACCEPTANCE CERTIFICATE

1. Refer GeM Bid Number _____ dated _____
2. I/We (Complete details and particulars of the bidder) do hereby solemnly affirm and declare as under:-
We hereby do comply and accepts all the Terms and Conditions of the Tender as per Buyer's GeM Bid Number _____ dated _____ Signature/Date Official Seal

Appendix 'C' (Ref Para 16 of Additional Terms and Conditions)

BID SECURITY DECLARATION

1. Refer GeM Bid Number _____ dated _____
2. It is hereby submitted that if, we (Complete details and particulars of the bidder) (hereinafter called the "Bidder") will withdraw or modify the bids during period of validity, or if we _____ (the "Bidder") are awarded the contract and we _____ (The bidder) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, we (The bidder) will be suspended to take part in Bidding process for the period of two years from the date of occurrence of the above mentioned fault.

Dated

Authorised Signatory

ATC

1. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 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 & conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

2. A certificate regarding AMC will be provided by the company.

3. Contract for AMC will be done separately and not included in the cost of amount proposal.

4. Advance sample will be retained if found FIT and will be counted against the total delivery.

5. Bulk delivery of all items will be at the same locations where TEC is conducted. Any change will be intimated through telephonic or e-mail.

6. **Location and final schedule for TEC and ATP will be intimated later through telephonic or email.**

7. **Advance Sample will be produce for TEC .Exact details will be intimated later.**

8. **100% Payment on delivery, inspection and acceptance of stores and training.**

9. **Training of minimum 03 persons per equipment at three locations.**

10. **No Chinese content/ part including Software en-build.**

11. **The required specifications of the equipment to be as per approved ECQR of the Head Quarters enclosed as PDF at Buyer added bid specific ATC.**

12. **Liquidated Damages**

(a) In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods conduct trials, installation equipment, training etc as specified in this Supply Order, the Buyer may, at their discretion, withhold any payment until the completion of the Supply Order. 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 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.

(b) However, in case the Vendor anticipates delay in supply due to any unforeseen reasons, he will at once bring it to the notice of Buyer who after considering the reasons as valid and beyond Vendor's control may give extension of time in consultation with Integrated Financial Advisor. However, Buyer reserves the right to recover from the Vendor, liquidated damages as indicated above in respect of any stores which the Vendor has failed to deliver within the stipulated period.

(c) Method of payment of Liquidated Damage. The amount charged as liquidated damages shall be deducted by the BUYER from the amount due for payment to the VENDOR. If the amount of such liquidated damages exceeds the payments due to the VENDOR, the VENDOR shall within 30 (Thirty) days make payment to the BUYER in FULL & FINAL settlement of claims failing which the Bank Guarantee will be en-cashed to make good the amount exceeding the payments due to the VENDOR.

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 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 Supply Order.

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

(c) 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.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation 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 6 (six) months, 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 services received. Correctness of Quality and Quantity. On receipt of stores at consignee's premises, the stores are checked for ascertaining the correctness of quality, quantity and documents. In case the stores are found deficient in any way, consignee has the right to reject the stores even if these were inspected and cleared by the inspection.

14. **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 Supply Order".

(b) Franking Clause in the case of Rejection of Goods "The fact that the goods have been inspected after th

e 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 Supply Order.

15. **Arbitration Clause.** All Disputes of differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any discipline, disagreement of question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-9 (Available in MoD web and can be provided on request). Arbitrator will be appointed by GOC-in-C, Eastern Command and hearing of dispute or arbitration proceedings will be held at HQ Eastern Command (Kolkata).

13. **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.

14. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

15. **Warranty**

Warranty period of the supplied products shall be 1 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.

16. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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 / State of Bid inviting authority. 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+ 25 % 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 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.

17. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

18. 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 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.

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 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।

---Thank You/धन्यवाद---