

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-04-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-04-2025 11:30:00
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 Defence Research & Development
Organisation Name/संगठन का नाम	Office Of Dg (ecs)
Office Name/कार्यालय का नाम	*****
क्रेता ईमेल/Buyer Email	mky.lrde@gov.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Supply of UPS and its accessories for D-ASR group
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Supply of UPS and its accessories for D-ASR group
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment, Real time RT-PCR Test Kit for detection of SARS-CoV-2 infection and its OMICRON Variant of Concern (VOC), Portable UV Disinfection Box for smart phone and accessories
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Line Interactive UPS with AVR (V2) • Online UPS (V2) • Online Ups Modular Type
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	22 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,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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?/	No
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	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	223772

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	20

(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 :

LRDE

LRDE Bangalore, Department of Defence Research & Development, Office of DG (ECS), Ministry of Defence (The Director)

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. 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.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Supply Of UPS And Its Accessories For D-ASR Group (1 Lot)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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
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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	*****	*****BANGALORE	1	168

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

1. 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.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

The Director

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

3. Generic

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

4. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. 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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The Title / nomenclature of the item quoted by the bidder should be same as per the Item nomenclature in the bid document.

2. **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification(s) on his Bid(s). The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.

3. STANDARD TERMS & CONDITIONS

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 rejection of the Bid submitted by the Bidder.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India

2. 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 the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with any one of the following provisions:

Option 3(a): For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

Option 3(b): For Central Public Sector Enterprises (CPSEs): In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and DRDO, such disputes of difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as per provisions of Department of Public Enterprises OM No. 4(1).2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Option 3(c): Other Bidder may opt any one of the following options:

The case of arbitration may be referred to arbitrator/arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended.

OR

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration Conciliation Act, 1996 as amended.

OR

The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996 as amended

3. 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 Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the 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 Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 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 or 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 amounts paid by the Buyer.

4. Agents/Agency Commission: The Seller confirms and declares to the Buyer that the Seller 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 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 is 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, 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 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 to 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 (i) MCLR (Marginal Cost of Funds based Lending Rate) declared by RBI pertaining to SBI for Indian bidders, and (ii) London Inter-Bank Offered Rate (LIBOR))/EURIBOR for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an Agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
- b) Agency Agreement between the seller and the Agent giving details of their contractual obligation
- c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
- d) The nature of services to be rendered by the Agent and
- e) Percentage of Commission payable to the Agent

5. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.

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

7. Withholding of Payment: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

8. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

9. Termination of Contract: The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:

- a) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 03 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- c) The Seller is declared bankrupt or becomes insolvent.
- d) The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
- e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/e-mail or registered pre-paid mail/airmail,

addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

12. Use of Patents and other Industrial Property Rights: The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

13. Amendments: No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

14. Taxes and Duties:

In respect of Indigenous Bidders:

i) General

- a) If the quoted prices exclude GST/Local Tax or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- d) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax 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.
- e) TDS as per Income Tax Rules and other statutory Acts will be deducted and a certificate to that effect will be issued by the Buyer/Buyer's paying authority.

ii) Customs Duty

Customs Duty Exemption Certificate will not be issued by the Buyer for components/raw material imported by the Bidder. Bidder shall quote amount inclusive of Customs Duty as applicable.

iii) GST

- a) 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 materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- b) Bidders are advised to specifically mention the rate of GST payable to facilitate correct evaluation of quotes. In the absence of such explicit declaration regarding % of tax rate, it would be deemed that quoted prices include applicable GST.
- c) GST for services will be 18% or applicable as per notified rates.
- d) Applicable GST will be paid. **GST Concessional Certificate will not be provided by LRD E.**

iv) Local Taxes

- a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town 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 contracts placed by this office are exempted from levy of Town Duty, Terminal Tax or other local taxes and duties. Wherever required, form 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 demurrage charges. After the issue of exemption certificate by the Buyer, the Seller may get the reimbursement from the local authority. In case of any difficulty, the receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable this office to take up the case for refund with the concerned bodies if admissible under the said acts or rules.

15. Denial Clause: Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule.

Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.

16. Undertaking from the Bidders: Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

17. Purchase Preference Policy:

Make in India: This RFP complies with Public Procurement (Preference to Make in India), order 2017 by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry Government of India issued vide letter No. P-45021/2/2017-B.E-II dated 15th June 2017 and as amended (for updated details please refer to www.dipp.gov.in)

18. Purchase Preference to Micro and small enterprises (MSEs) will be given to MSEs as per provisions of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 or as amended (for details please refer www.dcmsme.gov.in). The vendor has to submit the claim along with MSE certificate with the bid.

4. Special Terms and Conditions

The Bidder is required to give confirmation of their acceptance to Special Conditions of the Bid 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 rejection of the Bid submitted by the Bidder.

- 1. Performance Cum Warranty Bond (PcWB):** The PcWB should be submitted by the vendor within 15 days from the effective date of the Contract. The Performance cum Warranty Bond should be submitted by way of Fixed Deposit Receipt /Bank Guarantee(BG), in favour of **The Director, LRDE, Bengaluru**, or through e-MRO, in favour of **The CDA (R&D), Bangalore** for a sum equal to **3%** of the Contract value (including taxes & Duties) in quoted currency. The Bond submitted by way of Fixed Deposit Receipt / Bank Guarantee (BG)/eMRO should be valid upto 60 days beyond the date of completion of all contractual obligations, including warranty obligation. Indemnity bond may be accepted only from Government Departments/ DPSUs/ PSUs in lieu of BG. The PcWB has to be furnished within 15 days from the effective date of Contract, failing which, LRDE at its discretion may cancel the supply order, forfeit the EMD (if applicable) and debar the firm for a reasonable period from participating in future tenders of LRDE.

"The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract / SO are not fulfilled by the Seller".

Note: The procedure of submitting e-MRO is mentioned on last page of this document

2. Repeat Order Clause: Not Applicable

3. Purchase Preference Clause: Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue as per Public Procurement (Preference to Make in India). Order 2017 as amended and Public Procurement Policy for Micro and Small Enterprises (MSME) Order 2012 or as amended. Refer Part-II Clause 18.

- a) The minimum local content as per provisions of Public Procurement (Preference to Make in India) Order 2017 dated 15 June 2017 for the subject procurement shall be 50% / or as per percentage specified by the nodal ministry. The local supplier at the time of tender. Bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b) In case of procurement for a value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

4. Transfer of Technology (ToT): NOT APPLICABLE

5. Permissible Time Frame for Submission of Bills: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 15 days from the completion of the activity / supply

6. Payment Terms : 100% Payment within 45 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.

7. Advance Payments : NA

8. Part Supply and Pro rata Payment: Part supply will not be acceptable.
Pro-rata payment is not applicable.

9. Mode of Payment :

a) For Indigenous Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.

10. Documents to be Furnished for Claiming Payment

Indigenous Sellers: The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- a. Ink-signed copy of the Contractor's Bill.
- b. Ink-signed copy of the Commercial Invoice/Seller's Bill.
- c. Bank Guarantee for Advance, if applicable
- d. Guarantee/Warranty Certificate, if applicable
- e. Performance Warranty Bond/Indemnity Bond, if applicable
- f. Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- g. Copy of the Contract and amendment thereon, if any.
- h. Self-certification from the Seller that the GST received under the contract would be deposited to the concerned taxation authority.
- i. Any other document/certificate that may be provided for in the Contract.

11. Exchange Rate Variation (ERV) Clause: NOT APPLICABLE

12. Force Majeure Clause:

i. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, 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.

ii. In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.

iii. The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.

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

v. 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 goods received.

13. Buy-Back: Not Applicable

14. Export License: The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.

15. Free Issue of Material (FIM): Not Applicable

16. Terms of Delivery For Indigenous Bidder: The delivery of goods shall be on F.O.R LRDE, Bengaluru. (Inclusive of P&F and freight charges).

17. Packing and Marking Instructions:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
 - i) Part Number:
 - ii) Nomenclature:
 - iii) Contract annex number:
 - iv) Annex serial number:
 - v) Quantity contracted:
- d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows:-
 - i) Contract No.

- ii) Consignee
- iii) Port / airport of destination
- iv) Ultimate consignee
- v) Package No.
- vi) Gross/net weight
- vii) Overall dimensions/volume
- viii) The Seller's marking

f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.

g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

18. Inspection Instructions:

- i. Post Delivery inspection on receipt of store : As per Acceptance Criteria
- ii. Inspection Authority: The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director.

(Inspections by Designated Inspection reps of quality assurance groups (Internal QA, CEMILAC, DGAQA, No dal Agency QA reps, User reps) will be carried out each steps during Qualification of the units.)

19. Franking Clause:

- a) **In Case of Acceptance of Stores(s):** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".
- b) **In Case of Rejection of Stores(s):** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract".

20. Claims:

- a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- b) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

21. Warranty: One year standard warranty from the date of receipt, installation, Training, Inspection and acceptance of final deliverable at LRDE. During the warranty period, the firm should carryout repair/ replacement against manufacturing defects free of cost:

For Hardware items (Comprehensive)

- Effective support during initial setup of the system
- Replacement of item if not able to repair and repair should be free of cost
- Onsite service whenever required a) by phone, fax, email and in person to be provided.
- Periodic calibration at least every six months, preferably in India and equipment while delivery shall be calibrated freshly irrespective of its validity.

For Software items (Comprehensive)

- Updates/ Upgrades released should be supplied free of cost
- Free update of driver, IDE & O/S patch during warranty period
- Onsite service whenever required, by phone, fax, email and in person to be provided

Timely fixing of any bugs in case of malfunctioning, full support during initial setup

a) The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained / mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of One year standard warranty from the date of receipt, installation, Training, inspection and acceptance of the items at LRDE on said goods stores/articles. If during the aforesaid period of One Year Standard warranty, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

b) In the defective part/subsystem/system needs to be taken by the Seller outside Buyer's premises to rectify the defect. Seller shall provide a comprehensive (**during transit & storage insurance for repair period**) insurance cover of the equivalent amount to the Buyer to cover for the time taken to rectify the defective goods and deliver the repaired or replaced goods at the same location without any financial implication on Buyer.

c) Vendor should provide comprehensive on-site warranty for duration of One Year from the date of receipt, installation, Training, inspection and acceptance by LRDE. During the warranty period the vendor should repair or replace faulty deliverables. Repairs or replacement should be free of cost and no transportation cost will be admissible for repair or replacement during warranty period. The supplier should bear transportation and insurance charges for movement of stores if any during the warranty period.

d) Warranty is inclusive of the software/firmware and the vendor shall undertake necessary efforts to correct any bugs and provide correction to the buyer on reporting such bugs.

However, whenever items are issued to vendor for some fabrication/Repair/ Maintenance either during warranty period/after warranty period/under AMC, comprehensive insurance cover (for transportation and storage period) may be taken by the Lab/Estt or Supplier through Nationalized Insurance Agency or their subsidiaries to safeguard the Govt Property (FIM). If insurance is taken by the Supplier the insurance charges will be reimbursed by the Lab/Estt at actuals.

Software Replacement Policy: Wherever softcopy of the licence issued, if the computer fails on which the software is installed, the licence should be issued for installation on a different computer for at least **10 years** from the date of purchase.

i. In case of replacement of Drivers, support to reload BSP & other necessary tools should be provided.

ii. All Software licenses should be "Perpetual" and in the name of "Director LRDE".

iii. All Software shall be replaced for 10 years with source code in case of system crash or non-recoverable bug.

22. Product Support: NA

23. Annual Maintenance Contract (AMC) Clause: Not Applicable

24. Price Variation (PV) Clause: NOT APPLICABLE

25. Intellectual Property Rights (IPR): NOT APPLICABLE

26. Liability Clause:

a. Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.

b. This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.

c. Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

d. Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its e

employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.

- e. The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.
- f. The Seller shall not be liable for any compensation in any manner to the Buyer for whatsoever reason for a sum exceeding value of the Contract.

27. Risk and Expense Purchase: In case Seller fails to honour the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any.

05. VENDOR QUALIFICATION CRITERIA

1. Only bidders who qualify as "LOCAL SUPPLIERS (either as class -I or class -II local suppliers)" as per Government of India order No. P-45021/2/2017-PP(BE-II) dated 16 Sep 2020 issued by Govt of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, New Delhi are eligible to participate in the tender. A certificate for meeting the above criteria to be provided by the vendor along with the technical bid as given below :

Format for "Certification under Preference to Make in India order"

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 we hereby certify that we M/s. _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ % as defined in above orders for the Goods / Services against Tender Reference No. _____.

Details of local value addition are as follows: _____

The location/s at which local value addition will be made is as follows: _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Note:

- a) If the vendor is OEM, the above certificate has to be submitted by the OEM**
- b) For Resellers/ Authorized Distributors the above certificate to be submitted from OEM**
- c) For System Integrators, the above certificate has to be submitted from all Subsystem/Component suppliers**
- d) In cases of procurement for a value in excess of Rs. 10 Crores, the Class-I local supplier'/ 'Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.**

2. Vendors satisfying all eligibility criteria and complying with the specifications and requirements in full only should submit the bid. Supporting documentary evidence for each of the criteria should be submitted by the bidder along with the Techno-Commercial Bid, else bid will be rejected. Relevant details of the technical expertise should also be submitted, such as copy of supply orders of similar complexity need to be provided as evidence. As part of Technical Evaluation an expert committee may visit bidder's site to assess the claims.

3. Any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as provided in Govt of India order (Public Procurement No.1) vide F.No. 6/18/2019-PPD dated 23 Jul 2020 and any subsequent amendments thereof.

4. Vendor Eligibility : As attached in Annexure-II

06. Essential Details of Items/Services Required

1. Delivery Period: Within **168 days** from the effective date of the contract / Supply Order

2. INCOTERMS for Delivery and Transportation (for Foreign Bidders only): Not Applicable

3. Consignee Details:

Name :The Director

**Address: LRDE Stores, Ministry of Defence,
LRDE, DRDO Complex, CV Raman Nagar,
Bangalore - 560093
Contact Details 25025232, 25025725**

8. 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.

9. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

11. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

12. 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.

13. 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.

14. Generic

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

15. 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

16. 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.

17. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

18. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

19. 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---