

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-11-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Research & Development
संगठन का नाम/Organisation Name	Office Of Dg (mss)
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	7
वस्तु श्रेणी /Item Category	Battery Secondary Lead Acid MT Type (Defence) (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन / Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Battery Secondary Lead Acid MT Type (Defence)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

4. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Battery Secondary Lead Acid MT Type (Defence) (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Battery Rating and capacity/Maximum overall Dimension(Lengthx widthxcontainer height)/Battery Height/Cat No LV6/MT4/Part No	12 V 180 Ah@ C20/505X222X257/257/6140-005370
	DGQA registered for MT Battery defence	Yes, No
	Material of Container and Lid	Polypropylene, ABS
	Separator type	Leaf with glass, Envelope with glass, Leaf without glass, Envelope without glass
	Warranty	2 Years

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****HYDERABAD	1	30

Battery Secondary Lead Acid MT Type (Defence) (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Battery Rating and capacity/Maximum overall Dimension(Lengthx widthxcontainer height)/Battery Height/Cat No LV6/MT4/Part No	12 V 70 Ah@ C20/306x173x204/225/6140-000424
	DGQA registered for MT Battery defence	Yes
	Material of Container and Lid	Polypropylene
	Separator type	Envelope with glass
	Warranty	2 Years

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

क्र.सं./S.No.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****HYDERABAD	4	30

Battery Secondary Lead Acid MT Type (Defence) (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Battery Rating and capacity/Maximum overall Dimension(Lengthx widthxcontainer height)/Battery Height/Cat No LV6/MT4/Part No	12 V 150 Ah@ C20/508X222X257/257/6140-005369
	DGQA registered for MT Battery defence	Yes
	Material of Container and Lid	Polypropylene
	Separator type	Envelope with glass
	Warranty	2 Years

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

क्र.सं./S.No.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****HYDERABAD	1	30

Battery Secondary Lead Acid MT Type (Defence) (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Battery Rating and capacity/Maximum overall Dimension(Lengthx widthxcontainer height)/Battery Height/Cat No LV6/MT4/Part No	12 V 100 Ah@ C20/363.4X173X213/234/6140-Misc-CQAL-4455
	DGQA registered for MT Battery defence	Yes
	Material of Container and Lid	Polypropylene
	Separator type	Envelope with glass
	Warranty	2 Years

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****HYDERABAD	1	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

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**

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

5. **Generic**

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

1. I M/s.

M/s firm name

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

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

6. **Generic**

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

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

7. **Scope of Supply**

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

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions

****NOTE - DELIVERY LOCATION IS DISTRICT - JODHPUR, RAJASTHAN EXACT DELIVERY LOCATION WILL BE DISCLOSED AFTER AWARD OF CONTRACT.****

1. Please submit your Compliance to ATC (Additional Terms & Conditions) separately on your Letterhead with Ink Signature and Company's seal.
2. Please Submit OEM Authorization Certificate with our Bid Reference Number. Otherwise your bid will not be considered (wherever applicable).
3. Please Submit Previous Supply Order copy of any PSUs or Govt. Organization as an Experience Proof.
4. The Successful Bidder shall submit Bank Guarantee / FDR for 5 Percentage of the GeM Contract value towards Performance Security Bond (PSB) within 15 days from the date of Supply Order. The Bank Guarantee / FDR shall be valid upto 02 Months beyond all Contractual Obligations and to be in favour of The President of India through The Director, Advanced Systems Laboratory, Kanchanbagh, Hyderabad -500 058. The Hard Copy / Original Bank Guarantee to be submitted immediately to this office after uploading the same in GeM Portal. Wherever Warranty is applicable 10 Percentage of the GeM Contract value towards Performance Warranty Bond (PWB) in the form of Bank Guarantee / FDR shall be submitted soon after Supply of item.

If PSB is not received within 15 days, appropriate action will be taken against the supplier (including cancellation of supply order, if deemed fit)

Wherever Delivery Date extension is requested, vendor/firm has to ensure validity of the PSB till the date extension was requested + 60 days. Extension cannot be granted without extending the validity of PSB as stated.

5. *Bid Security Declaration (To be submitted separately on Bidder's Letter Head with the following text).
We, M/s. _____ do hereby accept that if we withdraw or modify Bids during the Period of validity, or if we are awarded the contract and fail to accept the Contract, or fail to submit a Performance Security Bond (PSB) before the deadline defined in this Bid Document, we will be suspended for the Period of Two (02) years from being eligible to submit Bids for Contracts with any procuring entity of DRDO.
6. The Delivery of Stores shall be accepted during office hours only (Monday to Friday: 0900 hrs to 1600 hrs) excluding Public Holidays. Hence, please plan your delivery of stores accordingly.
7. The Delivery of stores shall be made 05 days before the delivery due date, so that acceptance and ledger action can be completed by the delivery due date.
8. No extension of delivery period will be granted. However, if extension is required under any unavoidable circumstances, your request for extension of delivery period (D.P) shall be sent to the buyer's Mail ID along with reasons/justification, at least one month before delivery period. Under such circumstances, Delivery Period extension may be issued with L.D Charges.
9. Delivery Status shall be updated only with the document/Delivery Challan duly attested by our officer along with their Seal and our Security-in Stamp. This is mandatory.
10. Arbitration: separate sheet attached with approval.

Arbitration text as follows:

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 the following applicable provision:

For Central and State PSEs: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s), such disputes or 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 as amended.

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

For other Firms: : 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 either of the following provisions:

"The case of arbitration may be referred to arbitrator / arbitrators appointed as 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 pro

cedure of Indian Arbitration and 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."

All the above proceedings of arbitration cases shall be restricted / confined to the jurisdiction of the Buyer/ Procuring Entity i.e., Hyderabad only.

11. Risk and Expense Purchase:

In case Seller fails to honor 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.

Risk and expense purchase is exercised by the Buyer in the event of the Seller failing to honour the contractual obligations within the stipulated DP and where extension of DP is not approved. Whenever risk purchase is resorted to, the Seller is liable to pay the additional amount spent by the Buyer, if any, in procuring the said contracted goods/ services through a fresh supply order/ contract, i.e. the defaulting Seller has to bear the excess cost incurred as compared with the amount contracted with him. It may be noted that procurement under Risk & Expense Clause must be completed within one year from the date of serving notice to the defaulting Seller.

In case, the seller fails to bear the excess cost incurred by the buyer, the following are the other remedies available to the Buyer:

- (i) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the Seller.
- (ii) Avoid issue of further RFPs to the firm till resolution of the discrepancy.
- (iii) Bring up the issue of discrepancy in all meetings with the representative of Seller.
- (iv) Provision for adequate BG to cover such risks.

12. Quality Requirements for AS-91000-D: The following quality requirements meant for AS-9100-D needs to be complied by vendor in addition to the specific quality requirements mentioned in the technical specification and relevant quality assurance documents which are part of the RFP.

a) Materials/Services/Processes will be subjected to receipt inspection and payment will be released based on inspection results.

b) Vendor shall ensure product/service/process delivery as per Specifications and Delivery Schedule.

c) Technical information as required is attached in the form of drawings, specifications, process documents, QAP, design and development requirements, etc.

d) In case of providing services/processes, Vendor shall ensure necessary competence of personnel.

e) In case of any technical information requirement, vendor may please contact ASL Purchase Department.

f) Vendor shall provide the right of access to ASL, its customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

g) Vendor implement quality management system as per ASL requirements.

h) Vendor shall use customer-designated or approved external providers, including process sources (e.g., special processes).

i) Vendor shall notify ASL on non-confirming processes, products, or services and obtain approval for their disposition.

j) Vendor shall test specimens for design approval, inspection/ verification, investigation, or auditing (as applicable).

k) Retain documented information, including retention periods and disposition requirements

- i) ASL shall exercise controls on design and development as per its or its customer's requirements.
- ii) Vendor shall notify ASL on changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain organization's approval.

- iii) Vendor shall flow down its external providers applicable requirements including customer requirements.
- iv) Vendor shall ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

l) Vendor ensure prevention of counterfeit parts/Product. Vendor and its sub-tier suppliers, shall ensure that only non-counterfeit parts and products are delivered to ASL.

m) Further to prevent inadvertent use of counterfeit parts, Vendors shall only procure directly from OEM, Original Component Manufacturer (OCM), or through OEM/OCM authorized distribution chain unless approved in writing by ASL.

n) Vendor must obtain written approval to use Non-Franchised Distributors/Brokers and must present complete and compelling support of all actions to ensure parts procured are legitimate, authentic, non-counterfeit parts.

o) In case of detection of counterfeit parts / products upon inspection, same will not be returned to Vendor as they are and will be handled as per the policies of ASL.

ASL shall carry out vendor performance rating based on parameters like, Product Conformity, Delivery Schedule and absence of counterfeit parts. The result will be communicated to Vendor for improvement.

List of documents to be submitted by the bidder along with Quotation

- 1 Documents w.r.t. Experience as per the attached Scope of Work
- 2 Compliance to Scope of Work / Technical Specifications as per the Bid
- 3 Compliance of Additional Terms and conditions as per the Bid
- 4 Bid Security Declaration as per Bid Document
- 5 Declaration of Make in India Content (MII)
- 6 Bid Specific OEM Authorization along with the Date & Name of the Authorized Signatory.
- 7 Non-Disclosure Declaration Certificate.
- 8 Any other relevant document as per the Bid Document / scope of work

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---