



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2025/B/6225562

Dated/दिनांक : 23-05-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2025 10:30:00
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	gemproc1.fel@gov.in
Total Quantity/कुल मात्रा	61
Item Category/मद केटेगरी	Windows Based Laptop , Mac OS Based Laptop , iOS Based Tablet , iOS Based Phone , Android Based Phone
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Windows Based Laptop, Mac OS Based Laptop, iOS Based Tablet, iOS based Phone, Android based Phone

Bid Details/बिड विवरण	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	<p><b>Searched String:</b> Windows Based Laptop</p> <p>LAPTOP CADDY, Rugged Notebook - Laptop, Modeling Software for Processing and Interpretation of Geophysical Data, Semi Rugged Notebook - Laptop, High End Laptop - Notebook, Mobile Computer Workstation, Squeegee Washer Wiper Mopper (V2), Entry and Mid Level Laptop - Notebook, Portable Fire Extinguishers (V2) as per IS 15683:2018, Docking Station</p> <p><b>Searched String:</b> Mac OS Based Laptop</p> <p>Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Reverse Osmosis based Point of Use Water Treatment System for Drinking Purposes (V3) as per IS 16240, ATVM Smart Card (Indian Railways), IGBT Based Heavy Duty Power Source Air Plasma Cutting System with compressor</p> <p><b>Searched String:</b> iOS Based Tablet</p> <p>Tablet Based Biometric Attendance System (V2), Squeegee Washer Wiper Mopper (V2), Graphics Tablet, Rugged Tablet, Portable Fire Extinguishers (V2) as per IS 15683:2018, Metoprolol Tablet, Labetalol Tablet, pH Meter, Hydrochlorothiazide Tablet, Fixed Computer Workstation</p> <p><b>Searched String:</b> iOS based Phone</p> <p>satellite phone, Squeegee Washer Wiper Mopper (V2), Feature Mobile Phones, Software Based Solution for Mobile Phone Forensic and Photo Recognizer, Portable Fire Extinguishers (V2) as per IS 15683:2018, Smartphone (V2), pH Meter, Megaphone-Loud Hailer, Fixed Computer Workstation, Intrinsically Safe Mobile Phones</p> <p><b>Searched String:</b> Android based Phone</p> <p>satellite phone, Squeegee Washer Wiper Mopper (V2), Feature Mobile Phones, Software Based Solution for Mobile Phone Forensic and Photo Recognizer, Portable Fire Extinguishers (V2) as per IS 15683:2018, Smartphone (V2), Megaphone-Loud Hailer, pH Meter, Intrinsically Safe Mobile Phones, Fixed Computer Workstation</p>
	<p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p> <ul style="list-style-type: none"> <li>• Smartphone (V2)</li> <li>• High End Laptop - Notebook</li> <li>• Rugged Tablet</li> </ul>
	<p><b>BOQ Title/बीओक्यू शीर्षक</b></p> <p>Procurement of Laptops and similar devices for eligible Officers</p>
	<p><b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b></p> <p>35 Lakh (s)</p>
	<p><b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b></p> <p>200 Lakh (s)</p>

Bid Details/बिड विवरण	
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	30 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Mac OS Based Laptop
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Group wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 (MacOS/iOS Based Devices EMD Amount/ईएमडी राशि (In INR)	137470
Schedule 2 (Windows Based Devices) EMD Amount/ईएमडी राशि (In INR)	70000

Schedule 3 (Android Based Phone) EMD Amount/ईएमडी राशि (In INR)	6600
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#### 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).	38

(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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

Commandant, MCEME  
MCEME, Trimulgherry, Secunderabad -500015  
(Commandant)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	Avinash K Nilankar
Designation of Competent Authority	Deputy Secretary
Office / Department / Division of Competent Authority	Department of Expenditure, Ministry of Defence
CA Approval Number	F.No, 03(20)/2022-E.II(A)
Competent Authority Approval Date	21-07-2023
Brief Description of the Approval Granted by Competent Authority	Exemption from Make in India (MII) clause inherent for procurement of laptops and similar devices is inherent as per procurement instructions mentioned above and also vide Department of Military Affairs letter No B/04001/POLICY/MII/DDG IT(T&P)/D(0-1)/DMA dated 28 Mar 2024. Both letters are uploaded here.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

## 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 (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. 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. 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.
8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid

opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. 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

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

ITEM BREAKDOWN - [1747124116.xlsx](#)

#### **Evaluation Method ( Group Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Cat egory	Consignee/R eporting Officer	Consignee Address	Qu ant ity
Schedule 1 (MacOS/iOS Based Devices)	Mac Os Based Laptop	Saurabh Kumar	Faculty of Electronics (FEL), Military College of Electronics and Mechanical Engineering, Trimulgherry, Secunderabad 500015	23
	Ios Based Tablet	Saurabh Kumar	Faculty of Electronics (FEL), Military College of Electronics and Mechanical Engineering, Trimulgherry, Secunderabad 500015	9
	Ios Based Phone	Saurabh Kumar	Faculty of Electronics (FEL), Military College of Electronics and Mechanical Engineering, Trimulgherry, Secunderabad 500015	7
Schedule 2 (Windows Based Devices)	Windows Based Laptop	Saurabh Kumar	Faculty of Electronics (FEL), Military College of Electronics and Mechanical Engineering, Trimulgherry, Secunderabad 500015	20
Schedule 3 (Android Based Phone)	Android Based Phone	Saurabh Kumar	Faculty of Electronics (FEL), Military College of Electronics and Mechanical Engineering, Trimulgherry, Secunderabad 500015	2

#### **Windows Based Laptop**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****RANGAREDDY	20	30

**Mac OS Based Laptop****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*****RANGAREDDY	23	30

**IOS Based Tablet****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	*****	*****RANGAREDDY	9	30

**IOS Based Phone****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	*****	*****RANGAREDDY	7	30

**Android Based Phone****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.



**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	*****	*****RANGAREDDY	2	30

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Faculty of Electronics (FEL), MCEME, Trimulgherry, Secunderabad- 500015, Telangana.
- Forms of EMD and PBG:** Bidders can submit EMD with Banker's Cheque in favour of Commandant MCEME payable at State Bank of India, MCEME Branch, Trimulgherry, Secunderabad-15 (IFSC code: SBIN0 010621).
- 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.
- 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 / Public Listed Company 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.
- 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.
- OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
- Product Non-Obsolescence Criteria:** Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years' residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- 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 and any such information available in public domain. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- Product Specifications and Brand Disclosure.** The bidder must clearly disclose the brand and exact make/model of the product being offered, along with an unambiguous data sheet that specifies the exact variant of the product model. Any ambiguity or lack of clarity in the brand, model, or data sheet may result in the bid's rejection. Compliance with these requirements is mandatory, and failure to do so will render the bid non-compliant and subject to rejection by the procuring authority.
- Service & Support Availability of Service Centres:** Bidder/OEM must have a Functional registered office in the state of Consignee's Location.

11. **Service & Support Dedicated /toll Free Telephone No. for Service Support** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support. Valid document for the same to be provided in the bid documents.

12. **Warranty period** of the supplied products / component shall be as defined in technical specification document (1 year to 3 years depending on device) 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 at buyer's premise. 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.

13. **Requirement of certificates.** Following certificates/undertakings/documents will be provided by Bidder: -

a. The bidder is required to upload, along with the bid, all relevant certificates such as GST, Company registration, MSE/MSE/Startup/Udhyam registration (if applicable), certificates related to financial standing, ISO certificates, BIS licence, approval certificates, OEM authorization, **OEM MAF (applicable here)** and other certificates/documents as prescribed in the Product Specification given in the bid document whichever is applicable. Bidders may seek format of sample certificates attached as ATC file which is only for reference. Bidder's offer is liable to be rejected if bidder don't upload any of the required certificates / documents sought in the Bid document, ATC and Corrigendum if any.

b. **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.

c. **Service & Support Escalation Matrix for Service Support** Bidder/OEM must provide Escalation Matrix with Name, Designation, Telephone Numbers & E-mail for Service Support. Bid may be rejected if any such information missing in matrix.

14. **Caution for Submission of Certificates/Undertakings and Documents:** All certificates and undertakings required as part of the bid must be presented on the standard letterhead of the OEM or Bidder, as applicable. Each document must include the following:

- a. The Bid Number to which the document pertains.
- b. The Date of Signing of the document, which should be after the date of publication of the bid wherever applicable. In such cases, documents with older dates may not be accepted in the bid.
- c. Clear identification of the Document Signatory, including their Name, Designation within the company, a Valid Official Email, and a Mobile Number where possible.
- d. The Company Stamp of the Bidder's company, OEM, or their authorized representative.
- e. Failure to comply with these requirements may result in the rejection of the bid.
- f. MCEME may ask original documents of uploaded scanned copies or get them verified from OEM/authorities. If any substantive discrepancy found between original and scanned uploaded copies; then the bid shall be liable to be rejected as non-responsive and MCEME may enforce Bid Security declaration.

15. **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

16. **Repeat Order Clause.** This contract will have a Repeat Order Clause wherein the buyer can order up to 50% of the total contracted quantity of product/services under the present contract within six months from the date of successful completion of this contract, the rates, terms and conditions remaining the same. While exercising this clause, the overall ceiling of 50% of the total originally contracted quantity will not be exceeded. It will be entirely the discretion of the buyer to exercise this option.

17. **Fall clause.** The following Fall clause is applicable: -

a. The price charged by the Seller for the services for / in / from / to a particular Station under the contract shall in no event exceed the lowest prices at which the Seller sells the services or offers to sell services of identical description to any persons/Organization including the purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Government as the case may be, during the currency of the contract.

b. If at any time, during the said period the Seller sells or offers the services to any persons/ Organization as mentioned above, at a price lower than the price chargeable under this contract, then he shall notify such reduction or sale or offer of sale to the Buyer immediately and the price payable under this contract for such services shall stand correspondingly reduced.

18. **Conflict Clause.** In case of a conflict between the relevant clauses of General Terms & Conditions of GeM, the concerned clause in this document (buyer added Additional Terms & Conditions) will supersede all other clauses

19. **Termination of contract:** MCEME reserves the right to terminate the contract in whole or in part if the bidder fails to meet its obligations under the contract or breaches any of the terms and conditions therein. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- a. The Seller fails to comply with any material term of the Contract.
- b. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- c. 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.
- d. The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery with extension thereto if any.
- e. The Seller becomes bankrupt or goes into liquidation.
- f. The Seller makes a general assignment for the benefit of creditors.
- g. A receiver is appointed for any substantial property owned by the Seller.
- h. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

20. Only new and unused product/items will be considered for procurement. The specifications provided should meet or exceed the minimum requirements outlined by MCEME. Any defects discovered within the warranty period should be rectified or the product replaced promptly by the bidder at no additional cost to MCEME.

21. Acceptance of the Product will be subject to thorough inspection by MCEME, and only products meeting the specified requirements will be accepted.

22. The bidder must ensure the confidentiality and security of any data stored or processed on the Product supplied. Any sensitive information provided by MCEME should be handled with utmost care and only used for the purpose of fulfilling the procurement contract.

23. Since the Product to be used in defence are not commonly utilised over public internet, it must be ensured that Products have not been connected to the internet before delivery to buyer's organisation.

24. **Modification and Customization:** Any modifications or customizations to the Product requested by MCEME must be agreed upon in writing and may incur additional charges.

25. **Integrity of Documentation and Ethical Conduct** Bidders are obligated to ensure the authenticity and accuracy of all submitted documents. Any bid found with counterfeit documents, unauthorized use of brand credentials, or invalid details will be rejected. The buyer may report such unethical conduct to alert and protect other buyers within the organization. Bidders must adhere to ethical business practices, and any violation may lead to rejection of the bid and potential legal action.

26. Bidder shall submit details such as Make and Model of equipment/item offered for each line and provide datasheet/technical literature in support of technical specifications/functional requirement.

27. **Franking Clause:** The following franking clause will form of the part of the Purchase Order placed on Successful Bidders:

- a. In case of Acceptance of Store(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 Store(s): The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Office will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and conditions of the Contract.

## 2. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला 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---**