



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5612250  
Dated/दिनांक : 15-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-11-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Bharat Electronics Limited (bel)
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	8160
Item Category/मद केटेगरी	MMIC GaN PA 12W 9.0-10.0GHz 32- QFN 90100
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	MMIC GaN PA 12W 9.0-10.0GHz 32- QFN 90100
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>Public Address (PA) Amplifier (V2)</li></ul>
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,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
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	No

**Bid Details/बिड विवरण**

<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<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>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**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. 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.

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. 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.

## MMIC GaN PA 12W 9.0-10.0GHz 32- QFN 90100 ( 8160 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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	8160	60

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up

to 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.

## 2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1. Warranty:** Warranty period of the supplied products shall be minimum 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**2. Generic:** Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address **IG STORE, MILITARY RADAR S, BHARAT ELECTRONICS LIMITED, JALAHALLI POST, BANGALORE-560 013, 080-22195096.**

**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:** 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 %.

**7. 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.

8. **Generic:** Datasheet 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.

9. **Generic:** For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

10. **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.

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

12. **Generic:** Malicious Code Certificate: The seller should upload following certificate in the bid:-

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

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

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

13. **Generic:** While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

14. **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.

15. **Generic:** Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

16. **Generic:** Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

\*\*\*Kindly provide technical compliance statement by acknowledging specifications with authorised seal & signature along with datasheet. This required in technical evaluation process.\*\*\*

1) CERTIFICATE OF CONFORMANCE DULY SIGNED BY COMPETENT AUTHORITY MUST BE SENT ALONG WITH CONSIGNMENT AND COPY OF THE SAME TO BE MAILED TO E-MAIL ADDRESS - purmr@bel.co.in IN THE FOLLOWING FORMAT ON YOUR LETTER HEAD:

CERTIFICATE OF CONFORMANCE

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REF: BEPO/R1/ \_\_\_\_\_ DATE \_\_\_\_\_

INVOICE NO: \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY THAT THE FOLLOWING PRODUCTS SUPPLIED AGAINST ABOVE PURCHASE ORDER COMPLIES WITH THE TECHNICAL DATASHEET FOR THE RESPECTIVE PART NUMBER AND MANUFACTURER AND ARE FOUND TO BE IN ACCORDANCE WITH ALL THE REQUIREMENTS OF THE PURCHASE ORDER.

SL No. | BEL PN | DESCRIPTION | Mfr NAME | MFR PART NO | QTY | BATCH CODE | ITEM SLNO

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2) ITEMS WILL BE TAKEN UP FOR INSPECTION ONLY IF THE COC IS AVAILABLE WITH THE CONSIGNMENT. NO COC OR DELAY IN PROVIDING COC WILL LEAD TO DELAY IN INSPECTION AND INTURN DELAY IN PAYMENTS.

3) DELIVERY: 60 DAYS FROM THE DATE OF RECEIPT OF ORDER. SUPPLIER SHALL DELIVER STRICTLY AS PER DELIVERY DATES IN THE ORDER. EARLY DELIVER IS ACCEPTABLE.

4) ON RECEIPT OF THE PO, SUPPLIER HAS TO SEND ORDER ACKNOWLEDGEMENT WITHIN 03 DAYS. IN CASE OF NON RECEIPT OF ORDER ACKNOWLEDGEMENT WITHIN A WEEK OF PO RELEASE DATE, IT WILL BE ASSUMED BY DEFAULT THAT THE P.O IS ACKNOWLEDGED IN TOTO BY THE SUPPLIER.

5) TIME IS THE ESSENCE OF CONTRACT AND THE MATERIALS AGAINST THIS PURCHASE ORDER MUST BE DELIVERED BY THE SUPPLIER ACCORDING TO THE DELIVERY SCHEDULE INDICATED IN THE PURCHASE ORDER. IN CASE OF ANY CHANGE, THE SUPPLIER SHOULD INFORM BEL IN ADVANCE AND OBTAIN THE APPROVAL FOR THE REVISED DELIVERY SCHEDULE. SHOULD THE SUPPLIER FAIL TO DELIVER THE MATERIALS OR PART THEREOF AS PER THE AGREED DELIVERY SCHEDULE, BEL SHALL BE ENTITLED AT BEL'S OPTION EITHER TO RECOVER FROM THE SUPPLIER AS AGREED, LIQUIDATED DAMAGES A SUM EQUIVALENT TO 0.5% OF THE VALUE OF MATERIALS NOT SUPPLIED IN TIME FOR EVERY WEEK'S DELAY OR PART THEREOF SUBJECT TO MAXIMUM OF 10% OR TO CANCEL THE ORDER AND PURCHASE MATERIALS ELSEWHERE AT THE RISK AND COST OF THE SUPPLIER

6) LD CHARGES AS APPLICABLE SHALL BE DEDUCTED FOR THE DELAYED PERIOD OF DELIVERY WITHOUT COMMUNICATION TO THE SUPPLIER UNLESS COMMUNICATION IS RECEIVED FROM THE SUPPLIER / PURCHASE DEPARTMENT FOR NOT DEDUCTING THE LD CHARGES WITH DUE JUSTIFICATION FOR THE DELAY ON THE ACCOUNT OF BEL SUPPORTED WITH PURCHASE ORDER AMENDMENT

7) WARRANTY: Minimum 24 months of warranty from the date of acceptance at BEL.

Note:-

(i) Warranty period will be extended to the period equivalent to the time taken for defect rectification by the supplier.

(ii) To and Fro charges to be borne by supplier for replacement or rejected item within the warranty period.

8) a) TERMS OF PAYMENT: 100% PAYMENT BY ELECTRONIC TRANSFER BETWEEN BANKS WITHIN 30 DAYS OF RECEIPT AND SUBJECT TO ACCEPTANCE.

b) PBG: 5% of PBG total order value for warranty period & 2 months for claiming period.

9) Repeat Order clause: BEL may exercise an option of placing repeat order for a maximum quantity up to 120% of the original order quantity within 18 months from the date of original order at the same terms and conditions of the original order.

10) TAXES: GST AS APPLICABLE AT THE TIME OF DELIVERY.

11) ACCEPTANCE CLAUSE: 100% INSPECTION.

12) THE REJECTED MATERIALS WILL BE RETURNED TO THE SUPPLIER FOR REPLACEMENT AND ALL CHARGES ON SAME WILL HAVE TO BE BORNE BY THE SUPPLIER. THE REJECTED MATERIAL, IF NOT COLLECTED, WILL LIE IN BEL'S FACTORY PREMISES AT THE RISK AND COST OF THE SUPPLIER, PENDING RECEIPT OF DISPOSAL INSTRUCTIONS FROM HIM. IF SO DESIRED BY THE SUPPLIER, THE REJECTED MATERIALS, FOR WHICH NO PAYMENT HAS BEEN MADE BY BEL AGAINST DOCUMENTS, MAY BE PACKED AND RETURNED TO THE SUPPLIER FOR ARRANGING REPLACEMENT / RECTIFICATION ON 'FREIGHT TO PAY' BASIS AT HIS COST AND RISK AND THE DISPATCH DOCUMENTS WILL BE FORWARDED TO THE SUPPLIER DIRECTLY BY BEL'S MANAGER STORES TO ENABLE HIM TO ARRANGE INSURANCE AND TAKE DELIVERY OF SAME. WHENEVER PAYMENT HAS ALREADY BEEN MADE BY BEL TO THE SUPPLIER AGAINST DISPATCH DOCUMENTS, THE REJECTED MATERIAL WILL BE RETURNED TO THE SUPPLIER AGAINST REFUND OF AMOUNT ALREADY PAID BY BEL. IN SUCH CASES, THE DISPATCH DOCUMENT FOR THE RETURNED MATERIALS ALONG WITH A DEBIT NOTE FOR THE AMOUNT ALREADY PAID WILL BE NEGOTIATED THROUGH BEL'S DESIGNATED BANK BY BEL'S ACCOUNTS OFFICER (BILLS PAYABLE). THE SUPPLIER SHALL, THEREFORE, RETIRE THE DOCUMENTS AND THUS ARRANGE REFUND OF PAYMENT ALREADY RECEIVED BY THEM FOR REJECTED MATERIALS SENT BACK TO THEM, FOR REPLACEMENT / RECTIFICATION. THE PACKING, FREIGHT CHARGES ETC., ON REPLACEMENT OF RETURNED MATERIALS SHALL BE BORNE BY THE SUPPLIER IRRESPECTIVE OF THE TERMS IN THE PURCHASE ORDER, SINCE SUCH CHARGES WERE ALREADY INCURRED AND BORNE BY BEL ON THE ORIGINAL CONSIGNMENT, REJECTED AND RETURNED TO THE SUPPLIER. IN CASE THE REJECTED MATERIALS ARE NOT REQUIRED TO BE REPLACED, FREIGHT, INSURANCE CHARGES ETC., INCURRED BY BEL ON THE ORIGINAL CONSIGNMENT SHALL BE RECOVERED FROM THE SUPPLIER'S BILL.

13) ITEMS OF CHINESE ORIGIN ARE NOT ACCEPTABLE. MALWARE FREE CERTIFICATE FROM OEM IS MANDATORY, IF COUNTRY OF ORIGIN OF ACTIVE ITEMS (ICSS, FPGA'S, SERIAL CONFIGURATION DEVICES, MEMORY DEVICES, PROCESSORS) IS CHINA. IN THE ABSENCE OF ABOVE, ITEMS ARE LIABLE FOR REJECTION. PLEASE RE-CONFIRM WITH BEL, BEFORE SHIPPING SUCH ITEMS.

14) CLAUSE FOR COUNTERFEIT/FOREIGN OBJECT DEBRIS (FOD): SUPPLIERS ARE REQUESTED TO STRICTLY SUPPLY AS PER BEL'S REQUIREMENT AND ENSURE THAT



AT NO COUNTERFEIT MATERIAL OR FOD IN PARTS ARE SUPPLIED.

i) IN CASE OF COUNTERFEIT MATERIAL OR FOD IN PARTS SUPPLIED BY VENDOR, NO PAYMENT SHALL BE MADE TO VENDOR. IN CASE OF LINE REJECTION DUE TO COUNTERFEIT MATERIAL OR FOD IN PARTS; PAYMENT WILL BE RECOVERED/ DEDUCTED FROM VENDOR.

ii) COUNTERFEIT MATERIAL OR FOD IN PARTS WILL NOT BE RETURNED BACK AND IT SHALL BE DESTROYED AS PER STANDARD OPERATING PROCEDURE.

iii) NECESSARY ACTION TO DEBAR VENDOR FROM ENQUIRY/BLACKLIST SHALL BE INITIATED.

15) SUPPLIER SHOULD PROVIDE RIGHT TO ACCESS TO BEL, THEIR CUSTOMER AND REGULATORY AUTHORITIES TO THE APPLICABLE AREAS OF FACILITIES AND TO APPLICABLE DOCUMENTS AND INFORMATION. ALL RELEVANT DOCUMENTS PERTAINING TO THE MATERIAL(S) SUPPLIED SHOULD BE RETAINED FOR A MINIMUM PERIOD OF 3 YEARS.

16) SUPPLIER IS REQUESTED TO INFORM HEAD - PURCHASE/MR IN ADVANCE REGARDING THE ITEMS WHICH ARE GOING TO BE OBSOLETE / PHASED OUT AND ALSO PROVIDE INFORMATION ON FORM FIT & FUNCTIONAL REPLACEMENT FOR SUCH PARTS.

17) ALL THE SMD CHIP COMPONENTS SUCH AS RESISTORS, CAPACITORS AND INDUCTORS MUST BE SUPPLIED IN TAPE AND REEL FORM. LOOSE COMPONENTS WILL BE LIABLE TO REJECTION. VENDORS MAY SUPPLY CUT TAPE AND REELS FOR SMALL QUANTITIES ORDERED. FOR ALL MOISTURE SENSITIVE DEVICES, IT IS MANDATORY TO PACK THE ITEMS IN MSD COVERS ALONG WITH DESICCANT, WITH CLEAR INDICATION OF MOISTURE SENSITIVE LEVEL OVER THE MSD COVER. OTHERWISE ITEMS ARE LIABLE FOR REJECTION. NOTE: IN CASE, PLASTIC IS USED AS PACKING MATERIAL, SUPPLIER HAS TO USE PLASTICS OF MORE THAN 40 MICRON THICKNESS ONLY.

18) PLEASE FOLLOW THE GUIDELINES OF ENVIRONMENTAL MANAGEMENT SYSTEM (EMS: ISO 14001:2015) LIKE PREVENTION OF POLLUTION OF AIR, WATER AND LAND. PLEASE FOLLOW ENVIRONMENT STATUTORY RECYCLE AND REUSE GUIDELINES TO CONSERVE NATURAL RESOURCES. KINDLY INCULCATE ENVIRONMENTAL AWARENESS AMONG ALL YOUR EMPLOYEES.

19) IN CASE OF CHEMICALS, SUPPLIER SHOULD PROVIDE THE MSDS (MATERIAL SAFETY DATA SHEET) ALONG WITH EACH ITEM. IF CHEMICALS ARE REJECTED, THE SAME SHALL BE SENT BACK TO THE SUPPLIER.

20) SUPPLIERS SHALL ALSO FOLLOW FOLLOWING REQUIREMENTS AS APPLICABLE TO THE ORGANIZATION

a) DESIGN AND DEVELOPMENT CONTROL

b) SPECIAL REQUIREMENTS, CRITICAL ITEMS, OR KEY CHARACTERISTICS

c) TEST, INSPECTION, AND VERIFICATION (INCLUDING PRODUCTION PROCESS VERIFICATION)

d) THE USE OF STATISTICAL TECHNIQUES FOR PRODUCT ACCEPTANCE AND RELATED INSTRUCTIONS FOR ACCEPTANCE BY THE ORGANIZATION

e) SUPPLIER NEED TO:

i) IMPLEMENT A QUALITY MANAGEMENT SYSTEM

ii) USE CUSTOMER- DESIGNATED OR APPROVED EXTERNAL PROVIDERS, INCLUDING PROCESS SOURCES ( e.g. SPECIAL PROCESSES).

iii) NOTIFY THE ORGANIZATION OF NON CONFIRMING PROCESS, PRODUCTS OR SERVICES AND OBTAIN APPROVAL FOR THEIR DISPOSITION

iv) PREVENT THE USE OF COUNTERFEIT PARTS

v) NOTIFY THE ORGANIZATION OF CHANGES TO PROCESS, PRODUCTS OR SERVICES INCLUDING CHANGES OF THEIR EXTERNAL PROVIDERS OR LOCATION OF MANUFACTURE, AND OBTAIN THE ORGANIZATION'S APPROVAL

vi) FLOW DOWN TO EXTERNAL PROVIDERS APPLICABLE REQUIREMENTS INCLUDING CUSTOMER REQUIREMENTS,

vii) PROVIDE TEST SPECIMENS FOR DESIGN APPROVAL, INSPECTION / VERIFICATION, INVESTIGATION OR AUDITING

f) RETAIN DOCUMENTED INFORMATION, INCLUDING RETENTION PERIODS AND DISPOSITION REQUIREMENTS

g) THE RIGHT OF ACCESS BY THE ORGANIZATION, THEIR CUSTOMER, AND REGULATORY AUTHORITIES TO THE APPLICABLE AREAS OF FACILITIES AND TO APPLICABLE DOCUMENTED INFORMATION, AT ANY LEVEL OF THE SUPPLY CHAIN,

h) ENSURING THAT PERSONS ARE AWARE OF:

i) THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY

ii) THEIR CONTRIBUTION TO PRODUCT SAFETY

**iii) THE IMPORTANCE OF ETHICAL BEHAVIOR**

**For any queries contact:**

Regards,  
PURCHASE/MILITARY RADARS  
BHARAT ELECTRONICS LTD  
BENGALURU-560013  
Ph: 80-22197330

Mail ID: purmr@bel.co.in

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## 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.

[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---