

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Department Of Space
विभाग का नाम/Department Name	Department Of Space
संगठन का नाम/Organisation Name	Indian Space Research Organization
कार्यालय का नाम/Office Name	Laboratory For Electrooptics Systems
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :buyer233.isro.ka@nic.in Buyer Email id: buycon16.isro.ka@gembuyer.in
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS; AQUAGUARD; Annual Maintenance Contract (AMC); Quarterly; No , Customized AMC/CMC for Pre-owned Products - AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS; ATLANTIS-XTRA; Annual Maintenance Contract (AMC); Quarterly; No
अनुबंध अवधि /Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	56640
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 अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [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 Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1786944390.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1786944417.pdf](#)

Product/Equipment Details:[1786944457.pdf](#)

Customized AMC/CMC For Pre-owned Products - AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS; AQUAGUARD; Annual Maintenance Contract (AMC); Quarterly; No (7)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS
Product Brand	AQUAGUARD
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Simsan P K	560058,Laboratory for Electro-Optics Systems (LEOS) First Cross, First Phase Peenya Industrial Estate	7	• Number of months within the contract period for which service is required : 12

Customized AMC/CMC For Pre-owned Products - AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS; ATLANTIS-XTRA; Annual Maintenance Contract (AMC); Quarterly; No (9)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	AMSC FOR HOT, COLD AND NORMAL WATER PURIFIERS
Product Brand	ATLANTIS-XTRA
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Simsan P K	560058,Laboratory for Electro-Optics Systems (LEOS) First Cross, First Phase Peenya Industrial Estate	9	Number of months within the contract period for which service is required : 12

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

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior

written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. **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.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Terms and Conditions for NON Comprehensive AMSC

1. Please provide a copy of Establishment Registration Certificate issued by the Competent Authority.
2. 2.0 The Service Provider shall provide a copy of valid GST Registration Certificate issued by the Competent Authority.
3. 3.0 Price: The Price mentioned for the AMC shall be Firm and Fixed during the tenure of the Contract.
4. 4.0 The proposal is for entering into Non-Comprehensive Annual Maintenance Service Contract for mentioned period and the case may be and extendable for One more year upon mutual consent from Parties with the same Terms and Conditions.
5. 5.0 Security Deposit: The successful Service Provider shall execute Security Deposit [SD] for 3% of Contract Value towards satisfactory execution of the Contract. The Security Deposit shall be executed through Demand Draft/Banker Cheque/ Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/Scheduled Bank/an International Reputed Bank approved by Reserve Bank of India, Govt. of India, valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Contract is completely executed. The BG shall be executed on a Non-Judicial stamp paper of Rs. 200/- as per our specimen. In case the successful Service Provider fails to furnish the Security Deposit within 20 days after the receipt of Contract or on Signing of the Contract or any extension thereof, the Contract shall be cancelled or terminated and EMD if any shall be forfeited. The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract with a 'NO CLAIM CERTIFICATE' issued by Contractor as per our Specimen enclosed.
6. 6.0 Material Bank Guarantee: In case of major repair of the Equipment/Spare Part/Accessory etc., the successful Service Provider shall furnish Bank Guarantee towards the cost of Material to be taken out to Factory/Workshop for carrying out repairs. The BG is to be kept valid till the receipt and acceptance of the repaired unit.
7. 7.0 Spare Parts for Non-Comprehensive AMSC: The Service Receiver shall arrange to provide Spare Parts as and when required for Repair/Maintenance. In case, Spare Parts are not available with the Service Receiver, the same shall be provided by the Service Provider against payment including Taxes, if any. The Genuine Spares shall be supplied or incorporated/replaced into the System only after a written confirmation is issued by the Service Receiver. The old/worn out parts replaced by new parts shall be the property of the Service Receiver and hence to be surrendered to the Service Receiver and due acknowledgement to be obtained from the Focal Point, LEOS. Spare parts list shall be submitted along with the offers and the rate should be valid during the AMSC period.
8. 8.0 Payment Terms: Advance Payment if any, will not be considered. Only Pro-rata Payment will be considered after completion of each visit/ service by Service Provider against submission of Service Report and Original Invoice by Service Provider and a Certificate issued by Focal Point, LEOS and duly approved by Competent Authority.
9. 9.0 Submission of Bills: Bills should be addressed to Accounts Officer, LEOS, along with Service Report duly certified by the Focal Point, LEOS and duly approved by Competent Authority.

10. 10.0 Taxes: Please specify the correct percentage of Applicable Taxes if any.
11. 11.0 Down-Time Compensation: In case, If the Break-Down calls are not attended within 24 Hours of lodging the complaint, Down-Time Compensation @ 0.5% of the Service Charges applicable to the particular Unit/System/Equipment etc., per day shall be recovered from the Service Provider.
12. 12.0 Income Tax: Income Tax will be deducted at source as may be applicable and Accounts Officer, LEOS will issue necessary I.T Certificate. Please mention PAN.
13. 13.0 Termination and short closing of Contract: Under the normal circumstances, termination/ short closing of contract is not foreseen. However, LEOS reserves the right to Terminate the Contract in whole or in part by giving 30 Days prior notice in the following circumstances:- i. Due to repeated non-performance in the execution of P.O/Contract. ii. If the Contractor fails to deliver/render the services within the stipulated time schedule or any extension thereof, granted by the Purchaser. iii. If the Contractor is not in a position to either rectify the defects or offer the Stores conforming to the contracted Quality Standards. iv. If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items. v. If the contractor fails to perform any other obligations under this P.O/Contract. vi. If the Contractor becomes bankrupt or otherwise insolvent. vii. Owing to deficiency of service, breach of Contract. viii. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period. ix. If the Contractor fails to Honor the whole or any part of PO/Contract including failure to deliver the Contracted Stores/Render services within the time stipulated in the PO/Contract. x. If the Contractor is found to have made any false or fraudulent declaration or statement to obtain the Contract or he is found to be indulging in unethical or unfair trade practices. xi. When both the parties agree mutually. xii. Any special circumstances, which must be recorded to justify the cancellation or termination of PO/Contract. xiii. Without assigning any reasons.
14. 14.0 Services: Preventive Maintenance Services shall normally be carried out only on working days between 08.30 AM and 05.00 PM. However, the Service Provider shall attend Emergent calls outside office hours and/or even on Holidays and/or as and when required. It shall be the complete responsibility of the Service Provider to keep the Units/Systems/Equipments etc., covered under this Contract is sound and working condition during the tenure of the Contract. The Service Provider shall provide Preventive Maintenance service on quarterly basis and unlimited break down calls included carrying out the necessary repairs with spare parts free of cost. Please specify Nos. of Preventive Maintenance/Quarter.
15. 15.0 Removal of Equipment to Service Provider's Works: The Service Provider shall make best efforts to repair the Units/Systems/Equipments etc., covered under the Contract at the Service Receiver's premises. However, in case any equipments covered under this Contract is required to be taken out to Service Provider's premises for repair, the same shall be subject to furnishing of Material Bank Guarantee towards the cost of the Units/Systems/Equipments etc., to be taken out for repair.
16. 16.0 Extension of Contract: In case the Preventive Maintenance Service could not be carried out with the specific block period by the Service Provider for reasons beyond their control, the Service Receiver shall have an option to extend the period of Contract proportionately.
17. 17.0 Subletting of Contract: The Contract shall not be Sublet, Transferred or assigned to any other Firm, Person, agencies, etc., without the prior written approval of Service Receiver. In case of violation of this Clause the Service Provider/Contractor shall be solely responsible for any Legal action besides Termination of the Contract.
18. 18.0 Compensation for Damages caused for Persons Goods, Property: The Service Provider shall indemnify and hold harmless, Service Receiver and/or any Officer, Employees or assignee thereof, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of the work under this Contract. The Service Provider shall, at its expense defend any suit or proceedings brought against Service Receiver on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith. Service Receiver shall not be responsible for any damages, loss, claims, financial and other injury for any workforce in course of their performance of their duties or for payment towards any compensation.
19. 19.0 Antecedent Verification: The personnel deployed to Service Receiver premises for carrying out AMSC, Antecedent / Police Verification shall be got done by the successful Service Provider if necessary and such records will have to be produced to Service Receiver on demand.
20. 20.0 Parallel Contract: Service Receiver reserves the right: i. To enter into Parallel Contract simultaneously or at any time during the period of the Contract with one or more Service Providers. ii. To place a Adhoc Contract[s] simultaneously or at any time during the period of Contract with one or more Service Prov

iders.

21. 21.0 Applicable Law: The Contract shall be Interpreted, Construed and Governed by Laws of India .

22. 22.0 Jurisdiction: The Courts within the jurisdiction of Bengaluru shall have to deal with and decide any matter arising out of this contract.

23. 23.0 Secrecy and Non-Disclosure Agreement: All the Drawings, Documents, Specifications, Formats, Equipments Data and Components issued by LEOS, Bangalore in connection with the execution of the Contract shall be handled with utmost care and caution by the Service Provider and shall remain the property of Service Receiver and shall not be passed on or sold or disclose to third parties for any exploitation, commercial or otherwise without the express written permission of Service Receiver. The Service Provider shall indemnify LEOS, Bengaluru from infringement of patents and other copy rights to this effect. This is required in order to protect the interest of Service Receiver as far as the Services are concerned. No hard/Photostat copies will be retained by the Service Provider. The Secrecy and Non-Disclosure Agreement in Prescribed format is to be executed by the Service Provider while accepting the Contract as part of Security Measure.

24. DISPUTE RESOLUTION BETWEEN THE BUYER AND THE SELLER / SERVICE PROVIDER

i. In the event of any conflict or dispute arising out of or in connection with the Contract placed through EGPS, the Parties shall endeavour to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Procuring entity or any other person as authorized by the Procuring entity.

ii. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement" issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

iii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

25. 25.0 Deletion of Units/Systems/Equipments: LEOS reserves the right to delete any Units/Systems/Equipments from the Contract.

26. 26.0 Relocation/Shifting of Units/Systems/Equipments: LEOS reserves the right to relocate/shift the Units/Systems/Equipments as and when necessary.

27. 27.0 Change in the Name and Address of Supplier: In the event of Change in Name and Address of Supplier, Documentary Proof issued by the appropriate Government Authorities shall be produced for such change.

28. 28.0 Implementation of Government Purchase and Price Preference Policy for MSEs: In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time. The successful MSEs shall execute mandatorily Security Deposit for 3% of the Contract value towards satisfactory execution of the Contract.

29. 29.0 For e-Procurement Tenders: The Service Provider[s] may log in to <https://eprocure.isro.gov.in> and submit the Offers through Online only. Manual/Postal Courier/Email/Fax Offers will not be considered. Further, it may be noted that no Manual Tender document will be issued by LEOS. No Tender Fee shall be payable for submission of Tender through e-procurement. The Service Provider[s] have to provide Open Authorization as per Tender Schedule defined. The Open Authorization will not be extended under any circu

stances. In case Open Authorization as per Tender Schedule is not provided, such Offers will not be considered and it will be treated as invalid.

30. 30.0 Validity of Offer: The offer should be valid for a minimum period of 180 days from the date of opening of the tender.

31. 31.0 All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.

32. 32.0 The Authority of person signing the Tender, if called for shall be produced.

33. 33.0 Conditional Discounts/Offer will not be considered.

34. 34.0 OEM/Authorized dealers only need to submit the bid against this tender enquiry. Kindly submit valid OEM authorization certificate along with bid. In the absence of OEM authorization certificate LEOS reserve right to reject the offer/bid.

35. 35.0 Force Majeure/Extension of Time: Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other Circumstances beyond the control of the parties that have arisen after the conclusion of Contract. In such circumstances, the time stipulated for the performance of an obligation under the Contract may be proportionately extended. The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carryout complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.

36. 36.0 Fall Clause:- The Price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores/Services of identical description to any Person[s], Firm, Party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders placed during the currency of the Contract is completed. If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale of offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced to the same lower rate.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid &

resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---