बिड संख्या/Bid Number: GEM/2026/B/8123875
दिनांक /Dated: 16-10-2026

दर अनुबंध बिड दस्तावेज़ / Rate Contract Bid Document

This Rate Contract Bid is governed by General Terms and Conditions of Rate Contract

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-10-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-10-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Isro Headquarters
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hps@isro.gov.in Buyer Email id: shantha@isro.gov.in
वस्तु श्रेणी /Item Category	Computer Printer (V2) (Q2)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ 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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
दर अनुबंध और शीर्षक / Rate Contract & Title	Yes ; Rate Contract for supply of colour Photocopier machine
दर अनुबंध की वैधता अवधि / Validity Period Of Rate Contract	24 Months
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	3000000
मूल्यांकन पद्धति/Evaluation Method	Item wise consignee wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

Discount Slab Range

Computer Printer (v2)

Slab 1	1 - 5 Unit
Slab 2	6 - 10 Unit
Slab 3	11 - and above Unit

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

1. 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.
2. 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.
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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method & Consignee Location (Item Wise Consignee Wise Evaluation Method)

Contract will be awarded schedule wise 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:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	**Location of Consignee**
Schedule 1 (Bangalore Urban)	Computer Printer (v2)	Bangalore Urban

Computer Printer (V2)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	**Description of Stores**	Computer Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adaptor
	Print Technology	Laser
	Type of Printing	Colour
	Paper Size	A4 and Legal, A3, A4 and Legal Or higher
Printing	**Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)**	31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)	31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60 Or higher
	Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour (in PPM)	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60 Or higher
	Auto Duplexing Printing (2-Sided Feature)	Yes Or higher
Connectivity	**Connectivity**	USB Port, Ethernet Port

Special terms and conditions-Version:3 effective from 31-01-2025 for category Computer Printer (V2)

1.

For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Warranty	1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty. 3. Buyer shall verify the actual number of prints completed by the printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the printer’s built-in print counter or an equivalent tracking system as available with OEMs. 4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.
For Sellers		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEMs website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.

4	Warranty	1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the products coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre. 2. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a standard warranty of 1 year only and additional warranty may be opted for via the bidding process. 3. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period , whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end. 4. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

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

1. **Generic**

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

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Rate Contract for supply and installation of Colour Printer for a period of two years

Terms and Conditions:

I. PERIOD OF THE CONTRACT.

1.1 The contract shall be for a period of TWO YEARS from the date of contract and is extendable for further period of One year upon mutual consent on the same terms and conditions. ISRO HQ reserves the right to extend or curtail the period of contract

2. SCOPE OF WORK.

2.1 Service Provider should provide a brand new laserjet colour printer machine. The laserjet colour printer machine should be the original one and not the fabricated/assembled/ refurbished machines.

2.2 ISRO HQ/DOS shall issue a separate Purchase Order for its requirements.

2.3 There will be no guarantee for any minimum volume of business.

2.4 A periodical review will be conducted to assess the services of the service provider. In case of repeated non-performance of the service provider, ISRO HQ/DOS shall terminate the contract at any stage without giving any notice.

2.5 SPECIFICATIONS FOR COLOUR PRINTER:

Specifications	Description
Type	Color
Technology	Laser
Features	Print only
Maximum Color Print Resolution	1200 X 1200 dpi
Minimum Speed Per Minute in A4 Size	Upto 40 PPM
Duty Cycle (monthly, A4	40,000 Pages / month
Processor Speed	1 GHz and above
Memory	256 MB and above
Duplex Printing	Automatic
Connectivity	Connectivity with Network (No Wi-Fi) and USB 2.0 | 3.0
Document Feeder	Automatic
Tray Capacity	250 Number and above

Warranty	1 Year

3. PRICES ARE FIRM AND FIXED.

3.1 The rates offered by the service provider shall be firm and fixed for a period of 2 years from the date of Contract and extendable for a further period for One more year. However, in case of any downward trend, the benefit should be offered to all printers supplied to us under the subject Contract.

4. TAX & DUTIES.

Printer cost shall be quoted inclusive of GST. All Tax invoices issued by you shall invariably bear your GST Registration No (GST No.) with HSN code and the applicable GST Rates for processing payment. Our GST UIN No. 29BLRI00121C1DL

5. LIQUIDATED DAMAGES:

Delivery is the essence of the contract. If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay or part thereof. The total liquidated damages shall not exceed FIVE percent (5 percent) of the Contract price (including elements of GST, freight, PVC and statutory variations) of the unit or units so delayed. For staggered delivery the total liquidated damages shall not exceed maximum 5% of the value of respective staggered supply amount. However, in case of Inordinate delay i.e., delays of more than one-fourth (25%) of the total completion period, LD shall be applicable subject to a maximum of 10% (for the undelivered items) of the order value for the delayed period. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

6. PAYMENT TERMS.

100% payment within 30 days after receipt satisfactory installation of Printer at our site and against receipt of Invoice duly certified by the focal point.

7. FALL CLAUSE.

7.1 The cost of Printer supplied under this Contract by the Service Provider s hould in no event exceed the lowest charges at which the Service Provider se ll the similar machine to any of their other clients.

7.2 If at any time, during the currency of the contract, the Service Provider re duces the cost of printer to any of their clients; the same shall be extended t o ISRO HQ/DOS.

8. PARALLEL/ADHOC CONTRACT.

The ISRO HQ reserves the right to enter into parallel Contract simultaneously or at any time during the period of this Contract with one or more service prov iders and to place adhoc Contract or Contracts simultaneously or at any time d uring the period of this Contract with one or more Service Provider.

9. DAMAGE TO PURCHASER PROPERTY.

In the event of damages to our property/ equipment or personal injury to our/your personnel, due to negligence of your employees the responsibility s hall solely rest with the Service Provider. All safety / security instructions shal l be given to all focal points.

10. SUB- LETTING OF ASSIGNMENTS.

The Service Provider shall not assign the contract/Purchase Order to any oth er agency in whole or in part, to perform its obligation under the Contract, wi thout the prior written Consent of ISRO HQ/DOS.

11. DISPUTE RESOLUTION MECHANISM:

(A) CONCILIATION: Notwithstanding anything contained in this contract, an y disputes or differences whatsoever, which are to be settled amicably be tween the parties, shall be resolved through Conciliation.

(B) MEDIATION: Any disputes or differences, which are not settled amicably through Conciliation, then either of the parties, may approach for mediati on to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

(C) ARBITRATION: In the event of any dispute/s, difference/s or claim/s arisi ng out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutu al consultations of the good Offices of the respective Parties and recognizi ng their mutual interests attempt to reach a solution satisfactory to both t he parties. If such a resolution is not possible, within 30 days from the dat

e of receipt of written notice of the existence of such dispute/s, then the u nresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amen ded from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and Interna tional) as per its rules and regulations. The expenses for the Arbitration sh all be shared equally or as may be determined by the Arbitrator. The cons idered and written decision of the Arbitrator shall be final and binding bet ween the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR du ring the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless other wise directed in writing by the DEPARTMENT or unless the matter is such t hat the works cannot be possibly continued until the decision (whether fin al or interim) of the Arbitrator is obtained. Arbitration will be a method of dispute resolution in contracts where dispute value is lesser than Rs.10 Cr ore.

If the arbitrator is the Head of the Purchase Office: (i) In the event of his bein g transferred or vacating his office by resignation or otherwise, it shall be la wful for his successor in office either to proceed with the reference himself fo r to appoint another person as arbitrator, or In the event of his being unwillin g or unable to act for any reason, it shall be lawful for the Head of the Purch ase Office to appoint another person as arbitrator.

If the arbitrator is a person appointed by the Head of the Purchase Office, In the event of his denying or neglecting or refusing to act, or resigning or bein g unable to act, for any reason, shall be lawful for the Head of the Purchase Office either to proceed with the reference himself or to appoint another pers on as arbitrator in place of the outgoing arbitrator subject, as aforesaid, to th e Arbitration and Conciliation Act, 1996, and the rules thereunder and any st atutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause. The Arbitrator shall hav e the power to extend with the consent of the Purchaser and the Contractor t he time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine. Wor k under the Contract shall, if reasonably possible, continue during Arbitration Proceedings.

12. FORCE MAJEURE.

a. Neither party shall bear responsibility for the complete or partial non-perfor mance 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 prese nt Purchase Order/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 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 circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract .

b. In such Circumstances, the time stipulated for the performance of an obligation under the purchase order/Contract may be proportionately extended.

c. The party for whom it become impossible to meet the obligation under this Contract due to force majeure condition, will notify the other party in writing not later than twenty-one days from the date of commencement of the un-foreseeable event. Unless otherwise directed by the centre/ unit in writing, the Contractor/supplier shall continue to perform his obligations under the purchase order/Contract as for as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. 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.

e. The force majeure conditions are applicable only to the prime Contractor and purchaser.

13. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE.

The Supplier shall guarantee faithful execution of the contract in accordance with the terms and conditions specified herein. As a performance security, you shall furnish a Security Deposit cum PBG of Rs.1,00,000/-(Rs. One Lakh only) within 15 days from the date of PO in the form of Bank Guarantee (in Rs. 300 non judicial stamp paper or Fixed Deposit Receipt or Insurance surety bond). The Bank Guarantee shall be valid till the expiry of warranty period with a claim period of two months beyond its validity. The Security Deposit cum PBG shall not carry any interest and shall be returned after satisfactory completion of all the contractual obligations. In the event of any breach of any of the terms and conditions of the Contract ISRO HQ shall have (without prejudice to other right and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of Security Deposit or any part thereof .

14. FAILURE OF CONTRACT.

ISRO HQ reserves the right to revoke the service contract in part or in full or entrust the contract with any other contractor. In case the contractor fails to comply with contractual obligation during the currency of the contract. The c ontractor shall be responsive for any loss to the Service Receiver as a result o f non-compliance of the contractual obligations and breach of trust.

15. TERMINATION OF CONTRACT.

It shall be open to either party to terminate this contract at any time during i ts currency by giving three months notice to the other party in writing.

16. APPLICABLE LAW.

The Contract shall be interpreted, construed and governed by the laws of Ind ia.

17. JURISDICTION.

The Courts within the Bangalore city shall have jurisdiction to deal with and d ecide any matter arising out of this contract.

18. Other Terms & Conditions:

A) GST certificate, Income Tax returns for last two financial years (2 024-25 & 2025-26), Annual turnover of last two financial years (202 4-25 & 2025-26), Order copies of similar procurement during last tw o years shall be enclosed for reference. Documentary proof for the a bove may be enclosed.

B) Only original equipment Manufacturer (or) Authorised Dealer is el igible to quote.

Authorised Dealer should submit the duly valid authorisation letter i ssued by the Original Equipment Manufacturer (OEM) for the tender ed item/s clearly indicating the validity date.

C) Common IP Address:

Bidders may note that GeM is capturing and showing the IP address

es used by the bidder(s). The received bids having matching /comm on IP Addresses shall be outrightly rejected and shall not be conside red for further evaluation.

D). CONDITIONS for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

- **(i) Any bidder from a country which shares a land border with In dia will be eligible to bid in this tender, only if the bidder is regi stered with the Competent Authority. Competent Authority for t he purpose of registration shall be the**
- **Registration Committee constituted by the Department for Pro motion of Industry and Internal Trade (DPIIT)**
- **. (ii) Any false declaration and non-compliance of the above wou ld be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the law s.**
- **(iii) Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of pla cement of order.**

E. For any Tender related queries, please contact Purchase & Stores Officer, ISRO HQ, Bangalore, Ph;080-2 217-2142/2248, email: pso_isr ohq@isro.gov.in quoting our internal reference number 2026004150

F. For any supply related queries, kindly contact our Stores, Ph: 080 -2217-2005/2249/2247/2267.

G. The items has to be supplied between 10:00 am to 04:00 pm duri ng working days

---

Vendor is requested to mandatorily submit the duly filled below two forms.

Form I

Commercial Compliance Matrix **Annexure II**

Sl. No	Specifications	Description	Compliance To Col. (II) (YES/ No)
1	Type	Color	
2	Technology	Laser	

3	Features	Print only	
4	Maximum Color Print Resolution	1200 X 1200 dpi	
5	Minimum Speed Per M inute in A4 Size	Upto 40 PPM	
6	Duty Cycle (monthly, A4	40,000 Pages / mo nth	
7	Processor Speed	1 GHz and above	
8	Memory	256 MB and above	
9	Duplex Printing	Automatic	
10	Connectivity	Connectivity with Network (**No Wi-Fi**) and USB 2.0 | 3.0	
11	Document Feeder	Automatic	
12	Tray Capacity	250 Number and a bove	
13	Warranty	1 Year	
14	**Submission of Security Deposit cum Performa nce Bank Guarantee** Pl. confirm your acceptanc e.		

Form II

Mandatory Document To Be Filled In & Submitted Along With The Bid Du ly Signed By The Authorized Signatory

Self-Certification under preference to **MAKE IN INDIA** order Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-11) dated 04.06.2020issued by Ministry of Commerce and Industry and subsequent a mendment of the order dt. 16th September 2020, we hereby certify that we are l ocal supplier meeting the requirement of minimum local content (*) (i.e, amount o f value addition) _____ % as defined in above orders for the items against Enquiry/Tender No. ..... dated ....

Details/Breakup of local content & location at which local value addition is made f or the item/sare as follows:

Sl.No	Description of item with Local Content	Quantity	Percentage Of Local Content to Total Bid Price without levies(Only % to be indicated)	Details of Location(s)where local value addition is made

I/We certify that T ransportation, insurance, installation, Commissioning, Training & other after Sales Service Support like AMC/CMC. etc. not claimed as a Local Value Addition.

(*) Local content: Means the amount of value added in India i.e, total value of the item (excluding local taxes) minus the value of import content in the item (includi ng customs duty) as a proportion of the total value of the item, in percent.

Note: Self-declaration certificate should quantify the percentage of local content o f the offered product only. It should also indicate the location. However, claiming t he services such as transportation, insurance, installation & commissioning, traini ng and after sale service support like AMC/CMC etc, shall not be considered as loc al content as per OMN.P-45021/102/2019-BE-II-PPart(1)(e-50310)dated: 04/03/2021 issued by Ministry of Commerce and industry DPIIT.

Date: (Authorized Sign atory)

(Seal)

–

.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

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

---धन्यवाद/Thank You---