

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण / Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	02-03-2026 18:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	02-03-2026 18:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	30 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Education
<b>विभाग का नाम/Department Name</b>	Department Of Higher Education
<b>संगठन का नाम/Organisation Name</b>	Aligarh Muslim University (amu)
<b>कार्यालय का नाम/Office Name</b>	Up
<b>वस्तु श्रेणी /Item Category</b>	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Office Space; Photocopier Machine; Service Provider
<b>अनुबंध अवधि /Contract Period</b>	5 Day(s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required</b>	Yes
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	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 विवरण/Bid Details**

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
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 बिड मूल्य /Estimated Bid Value	15000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
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
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.
4. 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**

**Buyer to mention scope of work:**[1771415487.pdf](#)

**Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement:**[1771415521.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
25-02-2026 10:00:00	Central Purchase Office Opp. SBI AMU Branch Aligarh Muslim University Aligarh, UP -202002 DIGIPIN: 394-T22-39K4

## Repair, Maintenance, And Installation Of Plant/ Systems/Equipments (Version 2) - Office Space; Photocopier Machine; Service Provider ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Office Space
Type of Item/Product/System to be repaired or Installed	Photocopier Machine
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
<b>एडऑन /Addon(s)</b>	

### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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### अतिरिक्त विशिष्टि दस्तावेज /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 / Project based requirement (quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Devesh Agrawal	202002,Central Purchase Office Opp. SBI AMU Branch Aligarh Muslim University	1	<ul style="list-style-type: none"><li>Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 0</li></ul>

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

#### 1. Generic

OPTION CLAUSE: 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, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **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.

## 3. **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.

## 4. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 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. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 7. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

## 8. **Buyer Added Bid Specific SLA**

Text Clause(s)

# **Scope of Work [SoW]**

## **Repair and Restoration of Photocopier Machine**

installed in the Central Purchase Office (CPO), Aligarh Muslim University

### **1. Objective:**

The objective of this Scope of Work is to restore the photocopier machine installed in the Central Purchase Office (CPO), which is presently out of order, to full operational condition through proper diagnosis, repair, replacement of defective parts (if any), testing, and certification of satisfactory functioning, ensuring uninterrupted office operations.

### **2. Nature of Contract**

The work shall be comprehensive in nature, covering fault diagnosis, repair and rectification, the supply and replacement of defective spare parts, labour, tools, testing instruments, transportation, and all incidental expenses.

### 3. Machine Details

Equipment: Photocopier Machine  
Make: CANON  
Model: imageRUNNER 2530  
Location: Central Purchase Office (CPO)  
Current Status: Out of Order.

### 4. Scope of Repair Services

- Fault Diagnosis
  - o Complete inspection of the machine to identify the cause(s) of failure
  - o Submission of a defect report indicating faults and parts required (if any)
- Repair / Rectification
  - o Repair or replacement of defective parts such as rollers, fuser unit, power supply, control board, sensors, gears, motors, wiring, etc., as applicable
  - o Use of OEM / OEM-authorized / equivalent standard parts only
  - o No refurbished or sub-standard parts shall be used
- Testing and Commissioning
  - o Thorough testing after repair
  - o Trial operation under actual working conditions
  - o Ensuring proper print quality, speed, alignment, and error-free functioning

### 5. Response and Completion Time

Activity	Maximum Time Allowed
Inspection & fault diagnosis	Within 24 hours of intimation
Completion of repair (minor)	Within 48 hours
Completion of repair (major)	Within 72 hours

ü Any delay without valid justification shall be treated as deficiency in service and shall attract penalties, as decided by the competent authority.

### 6. Consumables and Spare Parts

- All spare parts and consumables required for repair shall be provided by the service provider
- Cost of parts shall be inclusive of taxes, transportation, and installation
- Replaced defective parts shall be shown to the user section and taken back by the service provider unless otherwise directed

### 7. Warranty on Repair

- The service provider shall give a minimum warranty of six (06) months on replaced parts and workmanship
- Any defect arising during the warranty period shall be rectified free of cost

### 8. Certification and Payment

- Payment shall be released only after successful repair, testing, and commissioning of the machine
- A Satisfactory Performance Certificate shall be issued by the authorized officer of the Central Purchase Office (CPO)
- No advance payment shall be admissible

### 9. Safety and Conduct

- Service personnel shall strictly follow University security, safety, and discipline norms
- Due care shall be taken to avoid any damage to office records, furniture, electrical fittings, or infrastructure during execution of work

### 10. Ownership of Replaced Parts

- Any replaced defective parts/components shall be the property of the Awardee Vendor, unless otherwise directed in writing by the user.
- Replaced parts/components shall be of good quality and standard make only.

### 11. Default in Payment / Audit Recovery

If, as a result of post-payment audit, any overpayment is detected:

- The excess amount shall be recovered from the service provider
- Recovery may be effected from running bills, future bills, or Security Deposit, as applicable.

### 12. Termination of Contract

The University reserves the right to terminate the contract with immediate written notice in case of:

- Persistent poor performance
- Failure to attend to complaints

- Safety or hygiene violations
  - Breach of contract conditions
- ü Upon termination, the Awardee Vendor / Service Provider shall be entitled only to payment for services rendered up to the date of termination, if found satisfactory.

**13. General Conditions**

- The contract includes the cost of all components, spare parts, servicing, repairs, transportation, and logistics
- Sub-letting of the work is not permitted without prior written approval of the competent authority
- The University reserves the right to get the repair work executed from the open market in case of failure or unsatisfactory service
- The decision of the competent authority shall be final and binding

*"I/ We, the undersigned, confirm that I/We have read and considered/ understood all the above points carefully as mentioned in this tender document and agree to its terms and conditions unconditionally, and am/are signing it voluntarily. I/we understand that if I/we have any questions or concerns about this tender document, it is my/our sole responsibility to discuss this with the concerned officer as defined in this tender document."*

Yours faithfully,

Signature & Seal of the Bidder

Date: .....

Place: .....

Name of Bidder: .....

Designation: .....

Name of Firm: .....

Address: .....

Contact No.: .....

Email: .....

**9. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**10. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Documents that are incomplete/ incorrect/ unclear/ illegible, not accompanied by a registration certificate/ not accompanied by other mandatory enclosures shall be rejected outright.
2. Arrangements of all the documents related to taxation and others shall be the bidder's sole responsibility.
3. Providing any false/wrong information (including the supply of any incorrect contact information, leading to the loss of communication) will be treated as a breach of contract/tender.
4. If, as a result of the post-payment audit, any lesser payment is detected in respect of the order by the awardee bidder under the bid, it shall be recovered by the Aligarh Muslim University, Aligarh, from the awardee bidder.
5. The tender(s)/quotation(s) containing uncalled-for remarks will likely result in rejection.
6. Any increase in the rate during the service period shall not be acceptable.
7. The bidding firm should not be involved in any litigation that may impact or compromise

the delivery of services as required under this request for empanelment and in the execution of the agreement.

8. An order letter is non-transferable, and the vendor should invariably submit it in the given format, duly signed by the competent signatory.
9. No Bid will be accepted in hard copy, fax, e-mail, or other such means. The intending bidders are required to submit the bid through the GeM portal.
10. Bidders should consider any corrigendum published in the bid document before submitting their bids.
11. The bidder should ensure they are well prepared before uploading the enclosures with the bid document to avoid missing any supporting documents with the bid. The bid documents can be in PDF format. Original Bid documents may be scanned and uploaded in compliance with GeM guidelines. **The bidder should ensure that the documents uploaded are CLEAR and LEGIBLE.**
12. **Participation in the bidding process shall be automatically deemed to be unconditional acceptance of all the terms and conditions of the bid document.** Therefore, all bidders are explicitly informed that conditional offers shall not be considered and are liable to be summarily rejected.
13. If the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the Bid Security / EMD, Security Deposit and Performance Guarantee shall stand forfeited in case of non-compliance as applicable.
14. The bidder(s) who are found to be involved in Bid manipulation or unfair practices, or withdraw their Bids in support of others, may be banned from future bidding in the University. This is without prejudice to any other legal recourse available to the University.
15. Wherever authorised representatives are to attend in person, they shall carry an authorisation letter with valid documents.
16. All Bids in which any of the prescribed conditions are not fulfilled or incomplete are liable to be rejected. The University does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the Bid, and the Bidder shall be bound to perform the same at the rate quoted.
17. Canvassing in connection with Bids is strictly prohibited, and the bidder who reports to canvassing will be liable to rejection and blacklisting for future bidding in the University.
18. In addition to the conditions laid down above, the bidders are required to go through the General Conditions of the bid/contract, special conditions of the bid/contract and the preamble attached to the article of agreement, as the same are binding on the bidders & contract shall be dealt with these conditions.
19. No complaints/requests regarding rates, quality, etc. will be entertained after finalising the contract.
20. No, any request of the bidder for modifications/changes in tender terms and conditions or addition of new terms and conditions will be considered (if any additional/modified terms and conditions are mentioned by the bidder anywhere in the bid documents, they will be automatically be nullified).
21. **RISK PURCHASE CLAUSE:** In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order/ AT, or in the event of a breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving notice to defaulting supplier. The price as per the Risk Purchase exercise may be recovered from the bills pending with the supplier, even against any other suppliers outside this contract, or even from the pending bills with any other Government Department/Ministry. In the event of the contract being cancelled for any breach committed and the purchaser affecting the repurchase of the subject store at the risk and cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or the allied sister concern of the contractor.
22. **NON-BLACK LISTED CERTIFICATE :** Bidder/OEM will upload a self-certificate stating that their firm has not been blacklisted/ banned/ debarred by any Govt./ PSU agencies in the recent past, and also not under liquidation /court receivership /similar proceedings. (Note: Format attached to buyer-uploaded ATC document.)
23. **RIGHT TO REJECTION:** Central Purchase Office will be accepted after inspection, and o

nly if found to be up to the standard specification. The decision of the Tender Purchase Committee (TPC) / Central Purchase Committee (CPC) shall be final as to the quality of the stores and shall be binding upon the tenderers, and in case any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found to be up to the standard specifications and free from all defects. The rejected stores must be removed by the tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the tenderer. The store in charge of the concerned will take a reasonable view of such materials, but in no case shall be responsible for any loss, shortage, or damage that may occur to them while they are on the premises or the consignee.

24. **COMPLIANCE OF SPECIFICATION:** The bidder has to upload compliance with the specification by mentioning whether they complied/not comply with each parameter.
25. **PERCENTAGE OF LOCAL CONTENT:** The bidder must upload a certificate from the OEM regarding the percentage of local content and the details of locations at which the local value addition is made, along with their bid. The certificate should be in the format as attached under "Buyer Added Bid Specific ATC".
26. **CAPACITY VERIFICATION:** The University reserves the right to carry out capacity verification of the firms participating in the bid to ascertain the production capacity of firms at the time of technical evaluation, if required.
27. In case of any dispute between the parties in relation to or arising out of this Agreement, before the invocation of the Arbitration Clause, the aggrieved party shall refer the matter to the Vice-Chancellor, AMU, for pre-litigation settlement. The Vice-Chancellor, AMU, upon such a request for mediation, shall himself or through his nominee mediate between the parties to resolve the issue and shall express his opinion in writing after making an effort for settlement, after giving both parties an opportunity of being heard. In the event the mediation fails, the mediator shall refer the matter to Arbitration.
28. The items shall be brand new, unused & of prime quality. The manufacturer shall warrant that the product supplied will be free from all defects & faults in material, workmanship & manufacture and shall be in full conformity with the ordered/bid specifications. The warranty shall cover a minimum period, as mentioned in the bid documents, from the date of receipt of materials/installation at the site. The equipment shall be guaranteed for trouble-free performance and against any defects in material, workmanship, design, and any abnormal behaviour. Defective goods/materials or parts notified by Buyer to the Seller shall be replaced immediately by the Seller on an F.O.R. destination basis, including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good, notwithstanding inspection, payment, and acceptance of the goods. **The bidder must ensure that all items are comprehensive and include onsite service support on all the Materials supplied and installed under this contract.**
29. **SELF-CERTIFICATE FOR ACCEPTANCE OF ATC IS REQUIRED :** The bidder will submit a self-certificate stating that " ..... (write name of firms) is accepting all terms and conditions of the ATC of Bid No. .... Dt: ... / ... / 2025" under **"Additional Doc 1"**.
30. **Regarding Past Performance & Experience Criteria:** The bidder is advised to fill out the details in the format attached under the Buyer Added Bid Specific ATC document clause and upload the same under **"Additional Doc 1"**. **In support of this, the bidder is also advised to upload year-wise a copy of all quoted CRAC (Consignee Receipt and Acceptance Certificate) / SDA (Service Delivery Acceptance) / Satisfactory Supply Certificates with proper numbering, and in the absence of the same, it can not be considered.**
31. The bidder will be liable to abide by all terms and conditions given in the tender documents.
32. The awardee vendor has to adhere strictly to the time limit.
33. All disputes relating to this tender shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor, AMU, whose decision will be binding on both parties.
34. All disputes arising out of this bid shall be subject to the jurisdiction of the Courts at Aligarh only.
35. Any conditional bid is not acceptable and seems to be rejected.
36. Errors and omissions excepted.

**37. The Bidder's rating should be at least three stars on the GeM portal.**

38. **PRE-BID:** All the bidders are advised to participate in the pre-bid as mentioned in the bid documents. (if mentioned in the bid documents)

39. Relevant documents in support of the eligibility criteria must be attached with the documentation **duly self-inked, signed**, and attested.

**40. The bidder must upload an undertaking regarding compliance with the Additional Specification Parameters.**

41. Before participating in the bid, it is compulsory for the bidder to inspect and survey the photocopier machine installed in the Central Purchase Office (CPO) in order to acquaint themselves with the existing condition and scope of repair. After completion of the survey, the bidder shall obtain a Survey Certificate duly signed by the Authorised Officer of the CPO, which must be uploaded along with the bid documents, failing which the bid shall be treated as non-responsive and liable to rejection. The machine survey shall be carried out on any working day between 11:00 AM and 12:30 PM, with prior coordination with the Central Purchase Office.

*"I/ We, the undersigned, confirm that I/We have read and considered/ understood all the above points carefully as mentioned in this tender document and agree to its terms and conditions unconditionally, and am/are signing it voluntarily. I/we understand that if I/we have any questions or concerns about this tender document, it is my/our sole responsibility to discuss this with the concerned officer as defined in this tender document."*

Yours faithfully,

Signature & Seal of the Bidder

Date: .....

Place: .....

Name of Bidder: .....  
Designation: .....  
Name of Firm: .....  
Address: .....  
.....  
Contact No.: .....  
Email: .....

**अस्वीकरण/Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers 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 [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---