



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3550203
Dated/दिनांक : 15-06-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-06-2023 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-06-2023 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Grid Controller Of India Limited
Organisation Name/संगठन का नाम	Grid Controller Of India Limited
Office Name/कार्यालय का नाम	Grid India
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Multi-Functional Printer , Laptop
BOQ Title/बीओक्यू शीर्षक	Multi Functional Printer and Laptop with buyback of old Multi Functional Printer
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Multi-Functional Printer
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
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.

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

BoQ - [1686301164.xlsx](#)

Multi-Functional Printer

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Nitesh Kumar	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	1	10

Laptop

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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1	Nitesh Kumar	110016,B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai	1	10

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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

National Power Monitoring Center (NPMC),
Ministry of Power,
Rafi Marg, Shram Shakti Bhavan,
New Delhi,
Delhi -110001

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

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

7. **Generic**

IT equipment shall be IPv6 ready from day one.

8. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

9. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

11. **Generic**

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

12. **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.

13. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

14. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary

evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

15. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

16. Service & Support

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

17. Warranty

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

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Scope of Work

The scope of Work for the printer includes

- a) **Printer Setup:** This task involves unboxing, assembling, and connecting the printer to the designated computer or network, ensuring all necessary components are properly connected and ready for use.
- b) **Driver and Software Installation:** Install the appropriate printer drivers and software on the designated computer or network to facilitate seamless communication between the device and the printer, enabling successful document printing.
- c) **Printer Configuration:** Customize printer settings such as print quality, print speed, paper size, and orientation to optimize performance and align with the organization's specific requirements.
- d) **Printer Testing:** Conduct thorough tests to verify the printer's functionality, ensuring it operates properly and produces high-quality prints in accordance with the organization's expectations.
- e) **Maintenance Plan and Troubleshooting:** Develop and implement a comprehensive maintenance plan to guarantee the printer is well-maintained and serviced as needed. This includes regular cleaning, timely replacement of ink or toner cartridges, and prompt troubleshooting of issues as they emerge.
- f) **User Training:** Provide hands-on training to users on proper printer operation and basic maintenance tasks, empowering them to effectively utilize and maintain the printer.

Overall, the scope of work for a printer involves setting up, configuring, testing, maintaining, troubleshooting, and upgrading the printer as needed to ensure optimal performance and meet the organization's printing needs.

2. Technical Specification for Heavy Duty MFP Printer

S. No.	Description	
1	Speed (min.)	Above 45 ppm
2	Functions	Print, copy, scan (fax and wireless optional)
3	Memory(min.)	7GB RAM,
4	Resolution	1200X1200 Print Resolution
5	Technology	Laser
6	Resolution	Black (best): Up to 1200 x 1200 dpi reduced speed; Colour (best): Up to 1200 x 1200 dpi reduced speed;
7	Language support	<ul style="list-style-type: none"> · Supports the PCL 6 and Postscript level 3 emulation standards for printing. · Supports PDF version 1.7 for document printing. · Compatible with AirPrint™ technology for printing from Apple devices.
8	Interface	10X100X1000 Ethernet
9	Display Panel for setting	8" Touch Screen (20.3 cm (8.0 in) Colour Graphics Display (CGD) with touchscreen; Rotating (adjustable angle) display; Illuminated Home button (for quick return to the Home menu); USB High-speed 2.0 port; Hardware Integration Pocket
10	Monthly Duty Cycle	Up to 300,000 pages A4; Recommended monthly page volume: Up to 50,000
11	Media size support	A4, legal, letter & envelope
12	Duplex	Available
13	HDD	1TB HDD
14	input tray	2X520 Sheets
15	Scanner	Flatbed, ADF
16	scanner speed	Up to 120 ipm Scan Speed
17	Scanning option	Scan to E-mail; Save-to-Network Folder; Save-to-USB drive; Send to SharePoint; Send to FTP; Send to sFTP; Send to LAN Fax; Send to Internet Fax;
18	Processor	1.2 GHz Processor,
19	Address book	SMTP over SSL

20	Warranty	5 years (on-site OEM Warranty)
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3. Technical Specification for Laptop

S. No.	Description	
1	Processor	11th Generation Intel® Core™ i5 - (4 Cores, 8MB cache, base 2.4 GHz) or better
2	System Unit	Integrated Intel UHD Graphics
3	RAM Size (GB) Memory	8GB RAM or better (expandable to 16GB RAM)
4	Internal Drive	512 GB M.2 PCIe® NVMe™ Class 35 SSD or better
5	Display Panel	15.6" FHD (1920 X 1080) Anti-Glare Non-Touch
6	Wireless	Wi-Fi 802.11, Dual Band, 2X2 + Bluetooth 5 or better
7	Camera	Integrated HD webcam
8	Ports	01 RJ-45 port 10/100/1000 Mbps, 02 USB Ports, 01 HDMI, 01 USB Type-C port, 01 Audio Jack
9	Graphic Card	Intel UHD Integrated
10	Bluetooth	4.2 and Above
11	Battery	3 Cell 40Whr or better
12	Operating System	Windows 10 Pro (64 bit) English
13	Keyboard	English keyboard, Backlit
14	Internal Speaker	Yes
15	Headphone Output	Yes

16	Bag	Bag pack
17	Weight	Light Weight
18	Warranty	3 years (on-site OEM Warranty)

4. Buyback of old Multi-Functional Printer:

This bid is floated for Procurement of one Heavy Duty Multi-Functional Printer and one Laptop with buy-back of old Multi-Functional Printer for NPMC. The evaluation shall be based on the Net price of the procurement after deduction of buy back price. All bidders quoting for the complete scope of procurement combined with buyback shall only be eligible for evaluation. The bidder may visit the site and inspect the condition of buy back item in advance before quoting the bid. Hard Disk of Old Multi-Functional Printer will not be given to the bidder against the buy-back.

The bidder has to upload detailed cost break up of buy back items as per **Annexure-A** of this document as "Price bid supporting document".

If there is a discrepancy in prices for the items quoted in GeM portal & Price breakup given as per **Annexure-A** in Price bid Supporting document (uploaded in GeM portal), the prices quoted for those items in GeM portal shall prevail and will be considered for evaluation. However, the correction in discrepancy shall be suitably tied-up during Post bid discussion with L1 bidder.

5. Destination

National Power Monitoring Center (NPMC), Ministry of Power (MoP), Rafi Marg, Shram Shakti Bhavan, New Delhi - 110 001.

6. Payment Terms

A. Payment: 100% Payment will be made within 15 days after delivery of items on submission of tax Invoice / Bill and certification by the Consignee. Payment will be made through RTGS / NEFT / ECS in favour of the FIRM. Bank Details may please be submitted along with the Invoice / Bill for releasing the payment. Taxes, if applicable, will be deducted as per rules.

B. Procedure of payment for MSME Bidders:

- a) For smooth facilitation of payment to MSME bidders, GRID-INDIA is registered on following TReDS platforms:
 - i) A-TReDS (www.invoicemart.com)
 - ii) RXIL (<https://www.rxil.in/>).
- b) MSME Bidders are requested to register on any of the above platform, upload their invoice for payment on the said platform & also submit a physical copy of the uploaded invoice to the Consignee. Upon uploading of invoice on the platform and validation of amount payable by Consignee.
- c) Upon validation of amount payable against the uploaded invoice by Consignee; MSME bidder shall be presented with an option for creating factoring

ring unit:

- i) If "YES" is opted by the bidder, the factored payment (after deduction of transaction and other applicable charges, if any) shall be paid by the financier/TReDS portal within the period as per the portal procedure.
- ii) If "NO" is opted by the bidder, 100% (Hundred Percent) payment shall be released by GRID-INDIA for the actual operations performed as per contract/ instructions of Consignee or his authorized representative. This payment shall be released through Electronic payment mechanism (E-Payment) in favour of the FIRM within 15 days of opting "NO" by the bidder on TReDS platform & intimation of the same to Consignee
- d) *Validation of Invoice*: The invoice submitted by the bidder shall be verified by the Consignee within 07 working days from the date of uploading of invoice in TReDS portal. After verification, the Consignee may "Accept or Reject" the invoice in TReDS portal. If accepted, the bidder shall be presented with an option for creating factoring unit as mentioned above at Para (c). If Rejected, the Contractor shall be required to re-submit the invoice after due corrections

7. Deviations:

It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. No deviation from the conditions stipulated in bid document shall be allowed.

8. Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

9. Post Bid discussions:

GRID-INDIA, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding Counselling Services to GRID-INDIA Employees and their Families as per scope of work mentioned under the contract etc. be tied up during Post bid discussions.

10. Evaluation of Bids

A. Technical Evaluation Process of first part of Bid: GRID-INDIA will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting the criteria specified in the Bidding Documents will be rejected and not included for further consideration.

GRID-INDIA will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

- i) Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii) The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by GRID-INDIA.
- iii) Any other relevant factors that GRID-INDIA deems necessary or prudent to take into consideration.

ideration any deviations to the specification stipulated in the Bidding Documents.

- iv) Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

GRID-INDIA will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation.

- B. Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders shortlisted from Technical bids will be opened online on a specified date and time on the portal and the same shall be evaluated by the duly constituted Bid Committee.

The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such Bidders shall be intimated by GeM portal about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the GeM portal to such Bidders and the bid security submitted by them shall be returned by GRID-INDIA. GRID-INDIA will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- i) Bidders have to quote for the complete scope of work including all applicable taxes & duties. Bids for the individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- ii) Conditional discount/rebate, if any, offered by the Bidder shall not be taken into consideration for evaluation. It may, however, be considered in case of award.
- iii) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
- iv) Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be treated as incomplete and are liable to be rejected.
- v) The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- vi) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.

11. Bid form and Bid Prices (BoQ)

Under the Bill of Quantity (BoQ) **Annexure-A**, Bidder shall give the required details:

Applicable GST reimbursable in line with provisions of bidding documents shall be indicated in respective Schedules along-with HSN number. **Owner would not bear any liability on account of taxes other than GST.** Owner shall, however, deduct such taxes as per the rules.

12. Liquidated Damages

If the Bidder/Agency fails to perform the work within the specified period given in the Letter of Award or any extension thereof, with respect to successful completion of supply, transportation, erection, testing and commissioning of proposed system, the Bidder/Seller shall pay to the Owner as Liquidated Damages and not a penalty, a sum of half percent [0.5%] of the contract price for the delayed portion for each calendar week of delay or part thereof in completion of works and handing over to the Ow

ner. However, the amount of Liquidated Damages for the contract shall be limited to a maximum of Five Percent [5%] of the Total Contract Price.

13. Cancellation of contract in full or in part:

- a) At any time if Bidder/Agency makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Consignee; or
- b) Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective step to remedy it within 07 days after a notice in writing is given to him in that behalf by the Consignee; or
- c) Fails to complete the works or items of work or before the stipulated date(s) of completion and does not complete item within the period specified in a notice given in writing by the Consignee.

14. Force Majeure:

If this Contract during its continuance be prevented or delayed by reason of any war hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike, Pandemic and any other Acts of God then provided notice of happening of such eventuality given by the Bidder/Seller to the owner within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the owner have any claim for damage for delay in maintenance. However, if the work is suspended by force majeure condition lasting more than two months, the owner shall have the option of cancelling the Contract in whole or part thereof at his discretion.

15. Limitation of Liability:

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

16. Rights of the Owner:

- a) The Owner reserves to themselves for the right of accepting the whole or any part of the bid and Bidder/Seller shall be bound to perform the same at his quoted rates.
- b) The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Bidder/Seller without assigning any reason thereof.
- c) The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

17. Risk and Cost:

During the period of contract, if the successful Bidder/Seller fails to perform and/or rectify any defect pointed out to him the same shall be got done by GRID-INDIA at the risk and cost of Bidder/Seller and recovered from the Security Deposit or any other amount payable to the Bidder/Seller.

18. Arbitration:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

19. Observance of Labour Laws:

The Bidder/Seller shall make all payments to employees and comply with labour laws. If GRID-INDIA is held liable as "PRINCIPLE OWNER" to pay contributions etc. under E.S. Act or any other legislation of Government or Court decision, then Bidder/Seller shall reimburse the contributions prepaid by GRID-INDIA.

20. Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder/Seller and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder/Seller has thereby been affected in the performance of any of its obligations under the Contract.

GRID-INDIA reserves the right to modify/relax any of the terms & conditions of the bid by declaring / publishing such amendments in a manner that all prospective Bidder/Sellers / parties to be kept informed about it.

Annexure-A

Bill of Quantity

Break up of Prices quoted for Procurement of one Heavy Duty Multi-Functional Printer and one Laptop with buy-back of old Multi-Functional Printer

SI. No.	Description	Unit	Qty	Unit Rate Incl. GST (₹)	Amount Incl. GST (₹)
A	Heavy Duty Multi-Functional Printer	pieces	1	<i>Please fill in the attached excel format</i>	
B	Laptop i5 11 th Generation	pieces	1		

C	Buy-back of Old Multi-Functional Printer	pieces	1	
TOTAL Incl. GST				
(A+B-C)				

Note: -

1. All fields shall be duly filled and submitted separately along with the price bid in excel format in GeM portal, if available.
2. The price to be filled in GeM portal shall be filled as per their description in the GeM portal, which shall be inclusive of **all charges as per Scope of Work**
3. If **there is a discrepancy in prices quoted in GeM portal & Price breakup given as per above in Price bid Supporting document (uploaded in GeM portal), the prices quoted in GeM portal shall prevail and will be considered for evaluation.** However, the correction in discrepancy shall be suitably tied-up during Post bid discussion for L1 bidder.
4. Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be treated as incomplete and are **liable to be rejected**. The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be **deemed to have been included in other item(s)**.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---