

Bid Corrigendum

GEM/2025/B/6212309-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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. Buyer Added text based ATC clauses

2.1. Project Background

Currently, SEBI is using Printers under two schemes:

2.1.1. "No Buy/Rental – Pay only for Cartridge" scheme with "No Minimum Commitment for printing volume".

In this scheme, the bidder has deployed its own printers across all SEBI offices. These printers are of two types: Inkjet and LaserJet. The bidder is responsible for providing maintenance support and supplying original OEM-certified cartridges for these printers, and SEBI makes payment for these cartridges as per the agreed terms.

2.1.2. Maintenance of SEBI-owned printers

In this scheme, the printers owned by SEBI have been deployed across the SEBI Offices. The bidder provides AMC and maintenance support along with the supply of original OEM-certified cartridges for these printers as per the requirement.

2.2. Envisaged Benefits

The following objectives/benefits are to be derived from the project - **Supply and maintenance of printers and cartridges across all SEBI offices on "No Buy/Rental – Pay only for Cartridge" scheme with "No Minimum Commitment for printing volume"**:

2.2.1. The Bidder will supply printers owned by them across all the SEBI offices to ensure seamless and uninterrupted printing services to staff members.

2.2.2. The bidder will provide AMC support for the printers owned by SEBI to ensure their optimal performance and timely upkeep.

2.2.3 The selected bidder shall be responsible for deploying on-site support engineer to handle all printer-related issues and ensure seamless operations.

2.2.4 The bidder will supply Original OEM-certified cartridges for both SEBI-owned printers and the printers deployed by the bidder.

2.2.5 In the event of any printer malfunction or issue, the bidder will provide necessary spare part and carry out timely replacements for both SEBI owned and printers deployed by the bidder to ensure uninterrupted functionality.

2.3. PBG and EMD

2.3.1. The successful Bidder shall at his own cost and expense furnish within 21 (Twenty-one) days from the notification of award, an unconditional and irrevocable performance bank guarantee for 5% (Five Percent) of the value of the contract, in favor of SEBI, from a scheduled commercial Bank, in the format prescribed in Appendix I of the Bid Document, for safeguarding the interest of SEBI in all respect.

2.3.2. The Performance bank guarantee shall remain valid for a period of 120 (one hundred twenty) days beyond the date of completion of all contractual obligations of the Solution Provider. The performance bank guarantee may be discharged by SEBI upon being satisfied that there has been due performance of the obligations by the solution partner.

2.3.3. Performance Security / PBG shall have a claim period of nine months additional after the date of expiry of PBG.

2.3.4. Bidders shall submit, along with their Proposals, an EMD of Rs. 5,76,000/- (Rupees Five Lakhs Seventy-Six Thousand only), in the form of Demand Draft/ pay order/ Bankers Cheque of a Scheduled commercial bank, EMD in the form of Bank Guarantee (Appendix II), insurance security bond, payments can also be made through NEFT/RTGS mode in favour of "Securities and Exchange Board of India": Payable at Mumbai. Suitable proof of transfer of funds viz. UTR etc. shall be enclosed at the time of submission of bid. Cheques/cash for EMD will not be accepted. (Except for the exempted category of bidders - Exemption of 50% to MSME and 100% to MSE and Startups).

The payment transfer-related information for RTGS is as follows:

Table No. 1

Beneficiary Name	SEBI
Name of the Bank	ICICI Bank Ltd.
Bank Branch	BKC, Mumbai
IFSC Code	ICIC0000106
Virtual Account Code	SEBIRCEMDEPO SIT

2.3.5. EMD of all unsuccessful Bidders shall be returned within 30 days after the award of contract or expiry of bid validity, whichever is earlier.

2.3.6. The EMD amount of the successful bidder would be refunded on receipt of the Performance guarantee as per the format provided in **Appendix II**.

2.3.7. The EMD amount is interest-free and will be refundable to the unsuccessful Bidders without any accrued interest on it. In case of EMD in form of BG, the BG document will be returned.

2.3.8. Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

2.3.9. The EMD may be forfeited in the event of:

2.3.9.1 withdraws or amends its/ his tender;

2.3.9.2 impairs or derogates from the tender in any respect within the period of validity of the tender;

2.3.9.3 If the bidder does not accept the correction of his bid price during evaluation;
and

2.3.9.4 If the successful bidder fails to sign the contract or furnish the required performance security within the specified (permitted extended) period].

2.4. Integrity Pact

The Bidder shall also submit INTEGRITY PACT (**Appendix - III**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped for Rs 500 or as applicable in the State where it is executed. A bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in the Bid, shall not be considered.

2.5. Independent External Monitors (IEMs)

The details of Independent External Monitors (IEMs) who will monitor the bid process and the execution of the contract for compliance with the principles are mentioned below:

Table No. 2

SN	Name of the IEMs	Email Id
1	Shri Umesh Kumar, IPS(Retd.)	umeshkumar84@rediffmail.com
2	Shri Sanjaya Singh, IFoS (Retd.)	sanjayaifs@gmail.com

2.6. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

2.6.1. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

2.6.2. "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

2.6.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

2.6.3.1. An entity incorporated, established or registered in such a country; or

2.6.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or

2.6.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

2.6.3.4. An entity whose beneficial owner is situated in such a country; or

2.6.3.5. An Indian (or other) agent of such an entity; or

2.6.3.6. A natural person who is a citizen of such a country; or

2.6.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

2.6.4. The beneficial owner for the purpose of (iii) above will be as under:

2.6.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridic

al person, has a controlling ownership interest or who exercises control through other means.

Explanation-

2.6.4.1.1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

2.6.4.1.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2.6.4.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2.6.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

2.6.4.4. Where no natural person is identified under 1) or 2) or 3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

2.6.4.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

2.6.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.6.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.7. Self-Declarations (Undertaking to be submitted on Bidder's Company Letter Head)

To,

CGM (ITD-2),

SEBI Bhavan 2

Plot No. C-7, "G Block"

Bandra-Kurla Complex,

Bandra East

Mumbai - 400 051.

Ref: *Submission of certificate to comply with meeting the provision of Rule 144(xi) of GFR.*

We, (name and designation) on behalf of -----having its registered office at -----have submitted a Bid proposal to SEBI for -----

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid bid and we hereby convey our absolute and unconditional acceptance to the aforesaid bid.

We have submitted our Bid in compliance with the specific requirements as mentioned.

We have provided with all necessary information, supporting documents which are true and accurate and shall provide with such additional information's may be required by SEBI from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector Banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that; we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to SEBI.

It is further certified that we have not modified or deleted any text/matter in this bid.

I have read the clause 6 regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Dated this ____ day of _____ year

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

2.8. Fraud and Corrupt Practices

2.8.1. The Bidder/Consortium of Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this bid, SEBI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, SEBI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the bid, including consideration and evaluation of such Bidder's Proposal.

2.8.2. Without prejudice to the rights of SEBI under Clause above and the rights and remedies which SEBI may have under the Agreement, if a Bidder or Systems Integrator Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the Agreement, such Bidder or Systems Integrator Agency shall not be eligible to participate in any bid issued by SEBI during a period of 3 (three) years from the date such Bidder or Systems Integrator Agency, as the case may be, is found by SEBI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.8.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

2.8.3.1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SEBI who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SEBI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of SEBI in relation to any matter concerning the Project;

2.8.3.2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

2.8.3.3. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

2.8.3.4. "undesirable practice" means (i) establishing contact with any person connect

ed with or employed or engaged by SEBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

2.8.3.5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.9. Scope of Work

The details of scope of work and deliverables for supply and maintenance of printers and original toner cartridges are hereby mentioned in this document below.

2.9.1. General Requirements:

2.9.1.1. This section describes the execution requirements relating to the maintenance of printers at all locations of SEBI Offices. The intent of this section is to provide a standard specification that will be used for supply of original toner cartridges and the maintenance of printers at all locations of SEBI. This section provides the minimum performance criteria for maintenance of printers and its consumables that shall accommodate SEBI's printing requirements from time to time.

2.9.1.2. The Printer maintenance shall cover comprehensive maintenance/ AMC of the printers and its spares located at all locations of SEBI at free of cost. The scope of the contract should cover all the present office locations of SEBI as mentioned at **Appendix IV** of the Bid document

2.9.1.3. The term 'maintenance', would mean undertaking repairs, servicing, day-to-day maintenance and keeping the printers in good working condition to meet the printing requirements of SEBI without any kind of disturbance.

2.9.1.4. The successful bidder should have sufficient number of qualified, certified and experienced personnel for maintenance and supply of the printers at all locations of SEBI. One onsite resident Printer Engineer (L1 support or above) should be deployed at Head Office, Mumbai and on call basis to all the Regional Offices (ROs), Local Offices (LOs) of SEBI and at SEBI senior officials home.

2.9.1.5. The successful bidder should be agreeable to SEBI's general terms and conditions and also SEBI's payment terms and conditions.

2.9.1.6. The successful bidder shall provide all equipment, accessories, spare parts etc. required for end-to-end functioning of the printer, including AMC of SEBI-owned printers (as mentioned in **Table 2, Appendix V** of the Bid document).

2.9.1.7. The successful bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer/vendor or any defect that may develop under normal use of supplied printers during the warranty/contract period. The bidder has to provide maintenance for these printers along with SEBI-owned printers.

2.9.1.8. Presently, the existing vendor has placed its own printers at all locations of SEBI and the successful bidder should be in a position to deliver their proposed printers as per requirement mentioned in **Clause 2.9.3 TABLE 1** within 45 days of award of the contract. The successful bidder will have to visit SEBI offices and see the current arrangement before deployment of new printers.

2.9.1.9. **Duration of the contract:** The contract will take effect for a period of three (3) years after the delivery, installation and final acceptance of the printers deployed, and the AMC support for the SEBI-owned printers shall also commence from the same date.

2.9.1.10. Delivery and Installation period

2.9.1.10.1 **Delivery Period:** All the printers and other related equipment should be delivered across all the SEBI offices within 45 days from the issue of Contract as mentioned in **Clause 2.9.3: List of Deliverables**. The delivery period, for all the items, shall include time taken for delivery and other procedures such as Government clearances, customs, transport etc.

2.9.1.10.2 **Installation Period:** All the printers and other related equipment's should be installed across all the SEBI offices within 60 days from the issue of Contract as mentioned in **Clause 2.9.3: List of Deliverables**.

2.9.1.11. Complaints shall be attended as per below table (For regional offices mentioned in Appendix - IX)

S/N	Parameter/Location	Baseline time to resolve complaint
1	Printer Cartridge replacement	1 hr
2	Any issues related to printers (Including SEBI owned printers)	1 hr
3	New printer request	3 hrs
4	Printer replacement	3 hrs
5	Spare part replacement for SEBI owned printers and bidder supplied printers	24 hrs
6	Printer-related issue at SEBI Senior official home (like ED, WTM, Chairman)	3 hrs from scheduled appointment at the senior official's home
7	Spare part replacement for printers at SEBI Senior official home (like ED, WTM, Chairman)	Within 24 hrs from the time engineer identifies the need for spare part replacement

2.9.1.12. In case of Printers being shifted from one location to another location of SEBI, the maintenance shall continue to be applicable.

2.9.1.13. SEBI will pay the cost of consumables (original toner cartridges) of the printers, either owned by SEBI or provided by Bidder, at all locations of SEBI, cost of deployment of one Onsite Support Engineer and service charge. No other charges are payable by SEBI, against the proposed Printer Maintenance contract. Taxes (GST) would be paid at actual.

2.9.1.14. Successful bidder shall supply original toner cartridges for the existing printers owned by SEBI and for the printers to be supplied by the bidder.

2.9.1.15. For SEBI owned printers, the cartridge should be filled to its maximum capacity during replacement of empty cartridge. SEBI at its discretion may verify the quantity of refilled ink inside the cartridges.

2.9.1.16. Successful bidder should keep sufficient quantity of Printer consumables at SEBI, Mumbai office which will be in the custody of Resident Engineer of Bidder. For all other

er locations, the bidder may supply the consumables on the same day of requisition.

Bidder will depute minimum 1(one) onsite Engineer at Head Office. Bidder has to send engineer for cartridge services at Regional Offices and Local offices as and when required.

2.9.1.17. Empty toner cartridges will be returned back to the bidder.

2.9.1.18. The price quoted should remain firm during the period of contract.

2.9.1.19. **Support:** The bidder should have its own office in Mumbai and own/ channel partner/ franchise office at other locations where SEBI has its offices. The bidder will have to submit the address and contact details of all such offices in the format attached at **Appendix VI**.

2.9.1.20. **Proof of Concept:** The bidder will have to arrange for a demonstration of the printers (Inkjet / LaserJet) and original toner cartridges as mentioned in the list of deliverables, if desired by SEBI.

2.9.1.21. The warranty/guarantee will cover the components associated with the repair/replacement of any defective printers within the warranty/guarantee period, when the defect is a valid warranty/guarantee claim.

2.9.1.22. **Performance:** The performance of the original toner cartridges shall be reviewed by SEBI periodically with the help of user's feedback for better printing output & quality. Faulty toner cartridges if any shall be replaced at free of cost. If any printer is damaged due to use of faulty toner cartridges supplied, the same shall be repaired / replaced at the cost of bidder. Further to the above, SEBI may ask bidder to deploy a team to assess and submit the printer deployment status and site wise printer services support quality.

2.9.1.23. **Training:** Bidder shall provide basic training free of charge for SEBI staff members, whenever required by SEBI. Any documentation/user manual in this regard, whenever required, will have to be submitted by the bidder.

2.9.1.24. SEBI shall place an order with the successful bidder for the proposed printers' maintenance incorporating all the terms and conditions.

2.9.2. Technical Requirements

2.9.2.1. Bidder should be capable of providing Printer supply and services across SEBI offices on Rate contract basis on "No Buy/Rental – Pay only for Cartridge" scheme with "No Minimum Commitment for printing volume".

2.9.2.2. Bidder must provide one Resident engineer (L1 or above support) at Mumbai location of SEBI.

2.9.2.3. Printer Specifications: -

2.9.2.3.1. Printers to be supplied by the bidder under this contract should be new (OEM-certified), of the latest make and model and should not be EOL (End of Life)/EOS (End of Support) during the 3-year tenure of the contract. In case of any printer failure or malfunction during the contract period, the bidder shall be responsible for replacing the faulty printer with a printer of the same or higher specification at no additional cost to SEBI.

2.9.2.3.2. OS Support: Printers should support Windows environment or any latest version, Mac, Linux, IOS, and Android.

2.9.2.3.3. Printer type – Inkjet / LaserJet.

2.9.2.3.4. Cartridge type: Ink Tank / Cartridge / Toner based/ Laser cartridge.

2.9.2.3.5. In case of Wi-Fi printers, user should be able to print from mobile phones connected to Wi-Fi.

2.9.2.3.6. Print speed, min print per cartridge and other specifications: As mentioned in **Appendix VII: Functional and Technical Specifications**

2.9.3. List of Deliverables

In addition to maintenance and supply of original cartridges for printers owned by SEBI as mentioned at **Clause 2.9.3 Table 2**, the bidder has to supply printers (Inkjet / Laser) free of cost, on the basis of “No Buy/Rental – Pay only for Cartridge” scheme, with “No Minimum Commitment for printing volume”, at all the SEBI locations, as and when required and provide maintenance for these printers.

2.9.3.1 Bidder should deploy printers as per specifications mentioned at **Clause 2.9.3 TABLE 1** or higher.

2.9.3.2 The detail address of each location of all SEBI offices is given at **Appendix “V”** for reference.

Table No. 1 - Printers to be deployed by successful bidder (Office Location Wise Printer Deployment Count

S/ N	Printer specifications	Location						Total
		Head office (SB-1, SB-2, NCL)	ERO	NRO	WRO	SRO	Indore	
1	Multifunction (Print, Scan, Copy). Color, USB B port, inkjet/ Laserjet, ink tank	199	0	3	0	3	3	208
2	Multifunction (Print, Scan, Copy). Color, Wi Fi, USB port, Auto duplex. inkjet/laserjet, ink tank	70	3	7	4	4	0	88
3	Black and White Laser printers. Duplex, Network	70	20	4	2	7	2	105

4	Multifunction machines (Print, Scan, Copy, Fax (Optional)). Color, Wi Fi, USB port, Auto duplex, ADF (Automatic Document Feeder) printers. Ink Tank based.	23	1	2	1	1	0	28
Grand Total		362	24	16	7	15	5	429

***SEBI may increase the quantity of printers to be deployed up to 25% during the period of contract for the locations mentioned in above table No. 1 with same price and terms & conditions of contract.**

Table No. 2 - SEBI owned printers for which original toner cartridge supply and AMC of the printers to be provided by the successful bidder

S. No	Printer details	Count					
		Mumbai	ERO and LOs	NRO and LOs	WRO and Los	SRO and Los	Total
1	Canon G7070: Multifunction machines, Color, WiFi, Auto duplex, ADF printers.	12	-	-	-	-	12

2.9.4. Service Level Agreement (SLA Compliance)

2.9.4.1. Bidder shall have to provide a quarterly SLA report for each office location wise (i.e. Site-wise) in the format prescribed by SEBI.

2.9.4.2. The Bidder shall comply with all the parameters mentioned in **clause no. 2.11.5** of the bid document.

2.9.5. Support Requirements

2.9.5.1. The Bidder shall provide support for 9:30 AM to 6:30 PM for Monday to Saturday and shall rectify the defect by pro-active monitoring w.r.t. the deployment of Printers in order to maintain the SLA. The support hours may be extended based on the work exigencies.

2.9.5.2. In the event of work exigency that may arise from time to time, advance intimation will be given to the service provider.

2.9.5.3. The Bidder shall depute one onsite Resident support engineer of L1 Level or higher (FMS Support Engineer) at SEBI Head office, Mumbai during the contract. The detailed responsibility of engineer is given at **“Appendix VIII – Qualification and Work profile for Onsite Support Engineer”**.

2.9.5.4. In case the onsite support engineer is absent for duty, the bidder will have to arrange for a replacement engineer with the same qualifications and experience. If such replacement is not provided penalty will be levied accordingly as mentioned in **Appendix IX**.

2.9.5.5. The Onsite Support Engineer deployed by Vendor should have sufficient technical qualification and experience to handle printer-related hardware/software issues including printer drivers etc. that may arise during the usage of system. Before deploying the resident engineer at SEBI premises, the technical capability of the same will be ascertained by SEBI. In case, an engineer is not found technically suitable, he/ she will not be allowed to support in SEBI premises.

2.9.5.6. The Bidder shall be solely responsible for complying with all statutory requirements and obligations, especially, but not limited to those relating to employment of labour, service conditions of labour, police verification, payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution, including enhancement of wages from time to time in accordance with the notification issues by the Govt. of Maharashtra, Labour Ministry as per the Minimum Wages Act, 1948

2.9.5.7. FMS Support Engineer must be paid gross amount not less than 43,405 Rs/Month including other allowances and benefits based on Employee Service Regulation like Contribution towards National Pension Scheme (NPS)/PF, Special Allowance, Dearness Allowance, Family Allowance, Local Allowance etc. and the same should be revised as per industry standard. An undertaking has to be submitted in this regard by the selected vendor. The selected vendor has to submit compliance report on payment to engineer at the time of invoice submission for FMS support payment.

2.9.5.8 The Bidder shall use SEBI's ITSM tool for lodging of issues/complaints and ensure timely resolution of complaints or the bidder shall have arrangement for lodging of issues/complaints through various channels like web portal/ email/ toll free no etc.

2.9.5.9. Primarily, the Onsite Support Engineer deployed by the Bidder shall lodge the issues/complaints on behalf of the SEBI. A standard operating procedure (SOP) shall be shared with the SEBI in this regard by the Bidder which shall also contain, inter alia, escalation matrix.

2.9.5.10. The Bidder shall assign a unique number identifying the issue/complaint lodged by the SEBI irrespective of the mode used and also assign a severity level for each of the issue.

2.9.5.11. The Bidder shall respond on the issues /complaints lodged by the SEBI.

2.9.5.12. The Bidder should ensure adequate spares like printers, cartridges are available at site.

2.9.5.13. Home Office visit

2.9.5.13.1. The bidder shall have to provide the support to home office printers provided to SEBI officials at various locations.

2.9.5.13.2. The expenses towards the above visits shall be paid by the Bidder to the concerned onsite staff(s) as per the actual expenditure. These expenses (conveyance charges) should be included/mentioned by the bidder in the commercial bid under services section while quoting. Currently, it is around 5 visits per quarter. However, the visits may vary depending on the issues. The bidder needs to factor the same accordingly in the commercial bid.

2.9.5.13.3. SEBI reserves the right to verify the receipts w.r.t. the travel arrangements and payment made in this regard.

2.10. Bid Evaluation Process

2.10.1. Evaluation Process

2.10.1.1. SEBI will constitute a committee to evaluate the responses of the Bidders (Bid/Tender Evaluation Committee).

2.10.1.2. The Bid Evaluation Committee constituted by SEBI shall evaluate the responses to the Bid and all supporting documents/ documentary evidence. The inability of a Bidder to submit requisite supporting documents/ documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

2.10.1.3. The decision of the Bid Evaluation Committee in the evaluation of responses to the Bid shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.

2.10.1.4. The Bid Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

2.10.1.5. Each of the responses shall be evaluated as per the criteria and requirements specified in this Bid.

2.10.1.6. The bids will be evaluated first on the technical merits and then on commercial merits and SEBI's decision in this regard shall be binding, final and conclusive.

2.10.2. Technical Evaluation

The bid document will be evaluated as per the requirements specified in the Bid document. The Bidder is required to submit all required documentation in support of the functional specification criteria specified.

2.10.2.1. Bidders Eligibility Criteria

This process is open to all Bidders who fulfil the eligibility criteria as set out below. The Bidders should furnish documentary evidence supporting the information they provided as part of the bidding process. Bidders not satisfying the eligibility criteria will be rejected.

2.10.2.2. The Bids of the bidders not meeting the eligibility criteria given above will be rejected.

Table No. 3

S/N	Criteria	Details	Supporting documents to be submitted
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1	Incorporation	<p>i. The bidder should be registered as a company in India as per Company Act 1956/2013 or a partnership firm registered under the LLP act, 2008.</p> <p>ii. The bidder should have been providing similar services as mentioned in clause no. 2.2.9 of the bid document during the past seven years as on date of the bid.</p> <p>iii. The bidder should have a registered office in India. Also, the bidder should have an office in the Mumbai Metropolitan Region from where this project will be executed.</p> <p>iv. Company's authorized signatory</p> <p>v. MSME bidder (if Applicable)</p>	<p>i. Letter of undertaking to this effect on the company's letterhead signed by the company's authorized signatory along with a copy of incorporation certificate</p> <p>ii. Copy of Purchase Orders. (Provide no more than 5 projects in the last 7 years).</p> <p>iii. Self-declaration with address and contact details on the company's letterhead signed by the company's authorized signatory. For both the registered office address and the Mumbai Metropolitan Region office address.</p> <p>iv. Copy of Power of Attorney to sign the application form on behalf of the Applicant Firm. and t if applicable.</p> <p>v. Copy of MSME registration document</p>
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2	Financial Strength	<p>i. Average annual financial turnover during the last 3 financial years, ending 31st March of 2025, should be greater than Rs. 70 Lakhs.</p> <p>ii. Solvency Certificate</p>	<p>i. Letter/Certificate from the Auditor in case of audited financial statement OR Letter/Certificate from CA in case of unaudited financial statement AND Certificate from CA indicating year-wise turnover and average turnover during the last 3 financial years, ending 31st March of 2025.</p> <p>ii. Bidder should submit a solvency certificate issued by their banker for an amount equal to Rs.1.16 Cr.</p>
		<p>In case of MSME, exemption of 25% in average financial turnover will be given.</p> <p>In case of Micro and small enterprises (MSE) and start ups, exemption of 100% in average financial turnover will be given.</p>	
3	Past experience of the bidder	<p>i. The bidder should have completed 3 service contracts each costing not less than Rs. 46.11 Lakhs</p> <p>OR</p> <p>The bidder should have completed 2 service contracts each costing not less than Rs. 57.64 Lakhs</p> <p>OR</p> <p>The bidder should have completed 1 service contract costing not less than Rs 92.23 Lakhs</p>	<p>i. Copy of Purchase Order/ Service Contracts.</p> <p>ii. Letter/certificate/confirmation from the client to indicate the successful completion of the projects.</p> <p>iii. Submission is to be made in Appendix – X format.</p>

		<p>In case of MSME, exemption of 25% in past experience will be given.</p> <p>In case of Micro and small enterprises (MSE) and start ups, exemption of 100% in a past experience will be given.</p>	
4	Fit and Proper	The bidder should not be a blacklisted firm/company in any Govt. department / banks / PSU / other institution in India due to unsatisfactory performance, breach of general or specific instructions, corrupt or fraudulent or any other unethical business practices	Letter of undertaking to this effect on company's letter head signed by company's authorized signatory.
5	Statutory Registration	<p>The bidder must have all statutory registrations like:-</p> <ul style="list-style-type: none"> i. GST Registration ii. Provident Fund Registration iii. ESIC Registration iv. PAN Card v. Professional Tax Registration vi. Any other statutory registration/requirements required by statutory authorities for carrying out the project - Supply and Maintenance of Printers and Cartridges (Inkjet / LaserJet under No Buy/Rental - Pay only for cartridge scheme with No minimum commitment for printing volume) across SEBI Offices. 	Copy of certificates
6	Back to back support	The bidder must have back to back support from the OEM for the entire duration of the contract OR should replace any faulty/ irreparable printers and its parts with new ones of same or higher make and model.	Letter of undertaking signed and stamped to be submitted.

2.10.2.2. The Bids of the bidders not meeting the eligibility criteria given above will be rejected.

2.10.2.3. Bidder should submit all eligibility criteria documents as part of the technical bid.

2.10.3. Commercial Evaluation

2.10.3.1. The Commercial Bids of Bidders eligible as per Bidder's Eligibility Criteria (**Clause 2.10.2.1**) will be opened on the prescribed date in the presence of Bidder representatives.

2.10.3.2. The Commercial Bids will be evaluated on the basis of total cost for a period of three years. The Bidder with the lowest cost, termed L1 Bidder /most responsive bidder, shall qualify for the award of the contract.

2.10.3.3. Only fixed-price financial bids indicating the total price for all the deliverables and services specified in this bid document will be considered.

2.10.3.4. The bid price shall be in Indian Rupees.

2.10.3.5. Any conditional Commercial bid would be rejected.

2.10.3.6. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

Note: The period of contract will be 3 (Three) years from date of commencement / confirmation of services. SEBI at its discretion may extend the contract for a further period of 1 year. If SEBI desires to extend the contract for additional 1 year, the percentage of increment for 4th year will be same as percentage of increment for 3rd year.

2.11. Conditions Specific to the Project

2.11.1. Acceptance Criteria

2.11.1.1. Acceptance of deployment of printers

2.11.1.1.1. Start of usage shall commence only after the formal User Acceptance/ successful installation test. The Bidder shall install and deploy all the printers with cartridges and in working condition within 60 days from issue of Contract.

2.11.1.1.2. SEBI shall issue a User Acceptance Certificate after successful installation of all printers across SEBI offices as per **Table 1 under clause 2.9.3**.

2.11.1.1.3. SEBI shall also notify the bidder in writing for any defect or other reason for the failure of the installation tests, if any.

2.11.1.1.4. The Bidder shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the installation that SEBI has notified the Bidder. Once the Bidder has made such remedies, it shall notify SEBI, and SEBI, with full cooperation of the Bidder, shall use all reasonable endeavours to promptly carry out retesting of the printers. Upon the successful conclusion of the tests, SEBI shall issue the User Acceptance Certification in accordance with RFP.

2.11.1.2. Acceptance of deployment of Onsite Support Engineer

2.11.1.2.1. Bidder should submit resume of engineer before deploying in SEBI.

2.11.1.2.2. SEBI will perform due diligence/ interview for which Bidders will have to submit details of engineer to be deployed beforehand. SEBI will have the right to retain or reject the engineer at any point of time.

2.11.1.2.3. Even after deployment of engineer, SEBI will have the right to retain or reject the engineer based on the performance.

2.11.1.3. Technical Documentation

The Bidder shall deliver all the relevant documents to SEBI for all proposed Models of printers before the Supply and maintenance of printers and cartridges across all SEBI offices on “No Buy/Rental – Pay only for Cartridge” scheme with “No Minimum Commitment for printing volume” becomes operational, which may include, but not limited to printer make and model, drivers, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, on-line tutorials, system configuration documents, system administrative documents, debugging/diagnostics documents, test procedures etc.

2.11.2. **Delivery and Installation Schedule**

The Bidder shall deliver all the Printers with cartridges and in working condition within 45 days from issue of Contract and shall install all the Printers with cartridges within 60 days from issue of contract.

2.11.2.1 Delivery Location

The Printers should be deployed at location details given under **Appendix IV** as per requirement given at respective location of all SEBI offices.

2.11.2.2 Delivery, installation and Implementation period

The bidder shall deliver all the printers with cartridges in 45 days and install all the printers within 60 days from the issue of contract in a proper working condition.

The Bidder shall update on work-in progress with regard to deployment of each and every Printer after the acceptance of Purchase Order/ Contract by bidder against the Purchase Order/ Contract issued by SEBI on weekly basis so that SEBI has clear visibility of work being carried out.

Bidder shall have to provide detail transition plan for replacing currently installed Printers at all offices of SEBI.

2.11.3. **Payment Schedule**

11.3.1. Payment will be made on quarterly basis on submission of invoice indicating the consumables used by SEBI, salary of on-site support engineer and service charges. The payment would be made after deducting necessary TDS applicable, if any. All payment related to the consumables delivered at the respective SEBI offices, manpower requirement and service charges for the same should be billed at the respective offices and necessary payment to be collected from the SEBI respective offices (Head Office, Regional Offices and Local Offices).

2.11.3.2. Payment will be made on actual consumption of printer cartridges, salary of engineer and service charge (if any).

2.11.3.3. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were availed.

2.11.3.4. In case of SLA violation (**as mentioned in Clause no. 2.11.5**) and Liquidated Damages (**as mentioned in Clause no. 2.11.4**) to be collected, SEBI shall deduct the payment as per SLA and penalties from the quarterly running bills invoices.

2.11.3.4.1. The below documents of previous quarter (one quarter prior to billing quarter) should accompany the quarterly invoices: -

2.11.3.4.1.1. Salary slip of engineer duly signed by the engineer stating the receipt of salary.

2.11.3.4.1.2. SLA and Attendance report

2.11.3.4.1.3. Proof of monthly payment received to Onsite engineer (to be submitted by bidder)

2.11.3.4.1.4. PF slip of engineer

2.11.3.4.1.5. Compliance as per applicable Labour Laws

2.11.3.4.1.6. Delivery Challans of the cartridges delivered

2.11.3. Delays in the Bidder's Performance

The Bidder must strictly adhere to the delivery and installation schedule, as specified in the agreement in the performance of the obligations and any delay in this regard will enable SEBI to resort to any or both of the following:

2.11.3.1 Claiming Liquidated Damages

2.11.3.2 Termination of the agreement/contract fully or partly.

2.11.4. Penalties / Liquidated Damages (LD)

2.11.4.1. Time is the essence of this project. The Bidder shall be liable to pay SEBI liquidated damages (LD) for delay in deliveries and installation as specified in the delivery and installation schedule mentioned in section **2.11.2**.

2.11.4.2. Bidder shall have to pay liquidated damages to SEBI at the rate of half per cent (0.5%) per week on the unexecuted value of the deliverable per week or part thereof, for late delivery beyond the delivery period. There shall be an upper ceiling of ten per cent (10%) of Purchase Order/ Contract value for the liquidated damages to be deducted for any orders. SEBI may deduct such sum from any money in their hands due or to become due to service provider. The payment or deduction of such sums shall not relieve the service provider from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract/ PO. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the supplier shall be final.

2.11.4.3 The performance bank guarantee shall be five per cent of the order value irrespective of the penalties levied.

2.11.4.4. The Bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to SEBI's right to recover the liquidated damages.

2.11.4.5. Liquidated Damage is not applicable for the reasons attributable to SEBI and Force Majeure.

2.11.4.6. SEBI will have the rights to recover the liquidated damages, if any, from any amount payable to the Bidder. Also, if the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime, failing which SEBI has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by SEBI.

2.11.4.7. SEBI may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the SEBI's right to claim such amount against Bidder's performance Guarantee/security) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Agreement.

2.11.5. Service Level Agreement

2.11.5.1. SLAs define the quality and timeliness of service delivery during the course of the project. They help SEBI sustain the planned business outcomes from the solution deployed on a continued basis over a sustained period of time.

2.11.5.2. Bidder need to strictly adhere to Service Level Agreements (SLA). SEBI shall without prejudice to its other rights and remedies under and in accordance with the terms of the RFP levy liquidated damages in case of breach of SLA by the bidder. Services delivered by bidder should comply with the **SLA mentioned in Appendix IX**.

2.11.5.3. Bidder shall use SEBI's ITSM tool for the purpose of such reporting.

2.11.5.4. All the components supplied under the project - Supply and maintenance of printers and cartridges across all SEBI offices on "No Buy/Rental – Pay only for Cartridge" scheme with "No Minimum Commitment for printing volume" should be new and OEM certified.

2.11.5.5. The Bidder shall make sure that the all deployed printers and components are available to SEBI in proper working condition in a fully configured state.

2.11.5.6. The total liquidated damages deduction per quarter (for breach of SLA) shall not exceed 10% of the total Quarterly Payment value. If it exceeds 10% more than 3 continuous quarters, SEBI will review the contract and initiate appropriate action including the termination of Contract

2.12. Pre-Bid Meeting

2.12.1. SEBI shall hold a pre-bid meeting with the Bidders on July 11, 2025; 03:00 PM at SEBI Bhavan-II, Plot No. C-7, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 and through virtual meeting. The details of virtual meeting will be provided to the bidders before pre bid meeting.

2.12.2. The Bidders will have to ensure that their queries for pre-bid meeting should reach at itd_endpoints@sebi.gov.in on or before July 07, 2025; 02:30 PM for receiving Pre-Bid Queries.

2.12.3. The queries should necessarily be submitted in the following format:

Table-IV

Bidder Name :					
Contact Person :					
Contact no. / Email id:					
S/N	Bid Document Section No.	Bid Document Page No.	Bid Document Clause No.	Existing Clause Details	Clarification Sought

2.12.4. SEBI shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by SEBI.

Appendix I: Performance Bank Guarantee

In consideration of the Securities and Exchange Board of India (hereinafter referred to a

s "Board") having offered to accept the terms and conditions of the proposed agreement between the Board and <Name of the Bidder> (hereinafter referred to as "said Contractor") for the work <Name of the Project> (Hereinafter referred to as "said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. <Value of Performance Bank Guarantee> (Rupees <Value of Performance Bank Guarantee in words> only) as security / guarantee from the said contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We <Name of the Bank> (hereinafter referred to as "the Bank") hereby undertake to pay to the Board an amount not exceeding Rs. <Value of Performance Bank Guarantee> (Rupees <Value of Performance Bank Guarantee in words> only) on demand by the Board.

2. We, the Bank do hereby undertake to pay to the Board on demand the amount due and payable under this Guarantee without any demure and merely on demand by the Board stating that the amount claimed is due from the said contractor. Any such demand made to the Bank shall be conclusive as regard to the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees.only)

3. We, the bank further undertake to pay to the Board any money so demanded notwithstanding any dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, and our liability under this guarantee being absolute and unequivocal.

4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment therein under and the said contractor shall have no claim against us for or making such payment.

5. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Authorized Officer on behalf of the Board certifies in writing that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly the guarantee will be discharged.

6. We, the Bank further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

8. We, the bank lastly undertake not to revoke this Guarantee except with the previous consent of the Board.

9. This guarantee shall be valid up tounless extended on demand by Board. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to Rs./- (Rupeesonly) and unless a claim in writing is lodged with us within nine months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

10. Notwithstanding anything contained herein: -

a. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees Only).

b. This Bank Guarantee shall be valid up to

c. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter.

The Bank has under its constitution, power to give this Guarantee in your favour made under our Memorandum and Articles of Association and Mr/Mrs.....who signed it on behalf of the Bank has the authority to do so.

Dated this the day of for (indicate the name of bank)

Appendix II: Bank Guarantee

To,

<Officer/DC in charge of the project>

Securities and Exchange Board of India

SEBI Bhavan 2,

Plot No. C-7, "G Block"

Bandra Kurla Complex

Bandra (East) - 400 051

India

Whereas <Name of the Bidder> (hereinafter called 'the Bidder') has submitted the bid for or Submission of BID # <BID Number> dated <Date> for <Name of the Project> at SEBI (hereinafter called "the Bid") to Securities and Exchange Board of India.

Know all Men by these presents that we <Bank Name> having our office at <Address> (hereinafter called "the Bank") are bound unto Securities and Exchange Board of India (hereinafter called "SEBI") in the sum of Rs. <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to SEBI, the Bank binds itself, i

ts successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
 2. If the Bidder, having been notified of the acceptance of its bid by SEBI during the period of validity of bid
- (a) Withdraws his participation from the bid during the period of validity of bid document; or
- (b) Fails or refuses to participate in the subsequent Tender process after having been shortlisted;

We undertake to pay SEBI up to the above amount upon receipt of its first written demand, without SEBI having to substantiate its demand, provided that in its demand SEBI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <insert date> and including <extra time over and above mandated in the BID> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid up to <insert date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Appendix III: Pre-Contract Integrity Pact

INTEGRITY PACT

Between

SECURITIES EXCHANGE BOARD OF INDIA hereinafter referred to as "The Principal",

and

..... Hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(S) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind.

d whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular in prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the any - corruption approach or

with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or *the contract, if already awarded, can be terminated for such reason.*

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate, of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Chairman, *SEBI*.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has a

ISO signed declarations on “Non- Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SEBI and recuse himself/ herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, SEBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, SEBI, a substantial suspicion of an offence under relevant IPC/ PC Act, and the Chairman, SEBI has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word “**Monitor**” would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SEBI.

Section 10 - Other Provisions

(1) This agreement is subject to India Law. Place of performance and jurisdiction is the *Registered Office of the Principal, i.e. Mumbai.*

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
)

(For & On behalf of Bidder/ Contractor

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Appendix IV: Addresses of SEBI Office

S/N	Office Type	Addresses
1	Head Office (H O1)- Mumbai	SEBI-HO-MUMBAI-SEBI BHAVAN I Plot No.C4-A, 'G' Block Bandra-Kurla Complex, Bandra (East), Mumbai - 400051
2	Head Office (H O2)- Mumbai	SEBI-HO2-MUMBAI-SEBI BHAVAN II Plot no. C-7, 'G' Block, Bandra Kurla Complex, Bandra(E), Mumbai - 400051, Maharashtra
3	SEBI Office- Mumbai	NCL Office Address : 4th and 5th floor, NCL Cooperative Society Plot No. C-6, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra
4	Regional Office (RO)	Delhi NBCC Complex, Office Tower-1, 8th Floor, Plate B, East Kidwai Nagar, New Delhi - 110023
5	Regional Office (RO)	Ahmedabad The Regional Director, Western Regional Office, Panchvati 1st Lane, Gulbai Tekra Road, Ahmedabad - 380006, Gujarat
6	Local Office (L O)	Indore 104-105, Satguru Parinay, Opposite C-21 Mall, A.B. Road, Indore - 452010, Madhya Pradesh
7	Regional Office (RO)	Chennai 7th Floor, 756-L, Anna Salai, Chennai - 600002, Tamil Nadu
8	Regional Office (RO)	Kolkata The Regional Director, L&T Chambers, 3rd Floor, 16 Camac Street Kolkata - 700017, West Bengal

Appendix V: Printers to be deployed and SEBI owned printers

Table No. 1 - Printers to be deployed by successful bidder (Office Location Wise Printer Deployment Count

		Location	

S/ N	Printer specific ations	Head office (SB-1, SB-2, NCL)						Total
			ERO	NRO	WRO	SRO	Indore	
1	Multifunc tion (Prin t, Scan, Copy). Color, US B port, in kjet/ Las erjet, inkt ank	199	0	3	0	3	3	208
2	Multifunc tion (Prin t, Scan, Copy). Color, Wi Fi, USB p ort, Auto duplex. inkjet/las erjet, ink tank	70	3	7	4	4	0	88
3	Black an d White l aser prin ters. Duplex, Network	70	20	4	2	7	2	105
4	Multifunc tion mac hines (Pr int, Scan, Co py, Fax (Optional)). Color, Wi Fi, USB p ort, Auto duplex, ADF (Aut omatic D ocument Feeder) printers. Ink Tank based.	23	1	2	1	1	0	28
Grand Total		362	24	16	7	15	5	429

***SEBI may increase the quantity of printers to be deployed upto 25% during the period of contract for the locations mentioned in above table No. 1 with same price and terms & conditions of contract.**

Table No. 2 - SEBI owned printers for which original toner cartridge supply and AMC of the printers to be provided by successful bidder

S. No	Printer details	Count					
		Mumbai	ERO and LOs	NRO and LOs	WRO and Los	SRO and Los	Total
1	Canon G7070: Multifunction machines, Color, WiFi, Auto duplex, ADF printers.	12	-	-	-	-	12

Appendix VI: Details of Vendor / Channel Partner / Franchise office

Bidder Name:			
Details of Vendor / Channel Partner / Franchise office			
S. No.	SEBI Office Location	Vendor / Channel Partner / Franchise office	Contact Person's Name and Contact No.
1	Mumbai		
2	New Delhi		
3	Chennai		
4	Kolkata		
5	Ahmedabad		
6	Indore		

Appendix VII: Functional and Technical Specification-

***Kindly note: The printers to be deployed must be of latest make and model and from well-established and recognized brand.**

S.No.	Printer Type	Specifications
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1	<p>Multifunction (Print, Scan, Copy).</p> <p>Color, USB port</p> <p>Inkjet/ Laser/ Ink Tank</p>	<ol style="list-style-type: none"> 1. Functions: Print (Colour & Monochrome), Scan & Copy 2. Print Technology: Inkjet or Laser or Ink Tank 3. Print Speed: <ol style="list-style-type: none"> a. Black & White: ≥ 8 ppm (pages per minute) b. Colour: ≥ 4 ppm 4. Copy Features: <ol style="list-style-type: none"> a. Copy speed: Same as print speed 5. Connectivity: USB 2.0 port 6. Paper Handling: <ol style="list-style-type: none"> a. Input Tray: ≥ 60 sheets b. Output Tray: ≥ 25 sheets 7. Operating System Compatibility: Windows, macOS, and Linux 8. Power Requirements: 100–240 V, 50/60 Hz 9. Physical Dimensions (approximate $\rightarrow \pm 20\%$ of the below mentioned dimensions): <ol style="list-style-type: none"> a. Width: 17 inches (430 mm) b. Depth: 12 inches (305 mm) c. Height: 6–8 inches (150–200 mm) d. Weight: Maximum 7 kg (varies by model)
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2	<p>Multifunction (Print, Scan, Copy).</p> <p>Color, WiFi, USB port, Auto duplex.</p> <p>Inkjet/ Laser/ Ink Tank</p>	<ol style="list-style-type: none"> 1. Functions: Print (Colour), Scan & Copy 2. Print Technology: Inkjet or Laser or Ink Tank 3. Print Speed: <ol style="list-style-type: none"> a. Black & White: ≥ 15 ppm(laser) or ≥ 10 ppm (inkjet/ink tank) b. Colour: ≥ 7 ppm 4. Duplex Printing: Automatic duplex printing (double-sided printing) 5. Copy Features: <ol style="list-style-type: none"> a. Copy speed: Similar to print speed 6. Connectivity: <ol style="list-style-type: none"> a. USB 2.0 or 3.0 port b. Wi-Fi 802.11b/g/n (minimum) c. Wi-Fi Direct (for direct mobile printing) d. Mobile printing support 7. Paper Handling: <ol style="list-style-type: none"> a. Input Tray: ≥ 100 sheets b. Output Tray: ≥ 50 sheets 8. Operating System Compatibility: <ol style="list-style-type: none"> a. Windows, MacOS, Linux b. Mobile OS (iOS, Android) 9. Power Requirements: 100–240 V, 50/60 Hz 10. Physical Dimensions (approximate $\rightarrow \pm 20\%$ of the below mentioned dimensions): <ol style="list-style-type: none"> a. Width: Maximum 18 inches b. Depth: Maximum 16 inches c. Height: Maximum 10 inches d. Weight: Maximum 10 kg
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3	Black and White laser printers . Duplex, Network.	<ol style="list-style-type: none"> 1. Functions: Print (Black & White only) 2. Print Technology: Laser 3. Print Speed: ≥ 25 ppm (pages per minute) 4. Duplex Printing: Automatic duplex printing (double-sided printing) 5. Connectivity: <ol style="list-style-type: none"> a. Ethernet LAN port (RJ-45) — for networked printing b. USB 2.0 or 3.0 port — for direct connection if needed c. Wi-Fi (Optional) 6. Paper Handling: <ol style="list-style-type: none"> a. Input Tray: ≥ 250 sheets (varies by model) b. Output Tray: ≥ 100 sheets 7. Operating System Compatibility: Windows, MacOS, Linux 8. Memory: 128 MB or higher 9. Power Requirements: 100–240 V, 50/60 Hz 10. Physical Dimensions (approximate $\rightarrow \pm 20\%$ of the below mentioned dimensions): <ol style="list-style-type: none"> a. Width: Maximum 16 inches b. Depth: Maximum 16 inches c. Height: Maximum 12 inches d. Weight: Maximum 15 kg
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4	Multifunction machines (Print, Scan, Copy, Fax (Optional))	<ol style="list-style-type: none"> 1. Functions: Print (Colour & Black & White), Scan, Copy & Fax (Optional) 2. Print Technology: Inkjet or Laser 3. Print Speed: <ol style="list-style-type: none"> a. Black & White: ≥ 15 ppm b. Colour: ≥ 9 ppm (laser) or ≥ 7 ppm (inkjet) 4. Duplex Printing: Automatic duplex printing (double-sided) 5. Copy Features: <ol style="list-style-type: none"> a. Copy speed: Similar to print speed 6. Connectivity: <ol style="list-style-type: none"> a. USB 2.0 or 3.0 port b. Ethernet LAN port (RJ-45) — for office network c. Wi-Fi 802.11b/g/n (minimum) d. Wi-Fi Direct (peer-to-peer printing) e. Mobile Printing support 7. Paper Handling: <ol style="list-style-type: none"> a. Input Tray: ≥ 250 (varies by model) b. Output Tray: ≥ 100 sheets 8. Operating System Compatibility: <ol style="list-style-type: none"> a. Windows, MacOS, Linux b. Mobile OS (iOS, Android) 9. Memory: 256 MB or higher 10. Physical Dimensions (approximate $\rightarrow \pm 20\%$ of the below mentioned dimensions): <ol style="list-style-type: none"> a. Width: Maximum 20 inches b. Depth: Maximum 20 inches c. Height: Maximum 20 inches d. Weight: Maximum 30 kg (depends on brand) 11. Power Requirements: 100–240 V, 50/60 Hz
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Appendix VIII - Qualification and Work profile for Onsite Support Engineer

1. Onsite support engineer should be of L1 or higher level;
2. Engineer should be any graduate having sufficient technical knowledge to troubleshoot hardware, software, network installation and printer maintenance issues.

3. Should have minimum 3 years of expertise in end to end Printer deployment, implementation and troubleshooting.
4. Should have valid OEM certification to carry out troubleshooting and deployment of printers.
5. Daily monitoring of all Printers across all SEBI Offices.
6. Prepare checklist and submit to manager for verification.
7. Prepare monthly Printer cartridge usage report.
8. Logging call and Coordination with SEBI's helpdesk teams for issue resolution (applicable for all offices of SEBI).
9. Verification and submission Quarterly bills to IT manager.
10. Maintain inventory record of all printers deployed at across all offices of SEBI.
11. Prepare SLA report including all SLA parameters and submit to IT Manager on monthly basis.
12. Proposed shift time of engineer would be 9:30 AM to 6:30 PM. (Monday-Saturday) SEBI may change time as per requirement. The bidder should arrange for backup engineer, in case of engineer on leave.
13. There might be instances wherein the FMS support engineer has to travel to deploy and install printers at the residences of the SEBI officers (EDs/WTMs/Chairman/others as the case may be) and provide service support to the printers deployed at above mentioned residences. In all such cases, the expenses towards the above visits shall be paid by the Bidder to the concerned onsite staff(s) as per the actual expenditure. These expenses (conveyance charges) should be included/mentioned by the bidder in the commercial bid under services section while quoting. Currently, it is around 5 visits per quarter. However, the visits may vary depending on the issues. The bidder needs to factor the same accordingly in the commercial bid.
14. The Bidder should submit attendance record of onsite FMS support engineer on monthly basis. Proportionate salary deduction may be done by Bidder itself based on attendance as per office timing allocated.

Appendix IX: Service Level Agreement

1. SLA will be validated on a monthly basis and the bidder has to submit the SLA report on a monthly basis for validation.
2. SLA Credit will be computed on a quarterly basis based on the below Table – A and Table – B.

A. Penalties during the contract period: Onsite Support Engineer

Incident and Engineer			
Sr. No.	Service Area	Expected Service Level	SLA Penalty
1	Availability of Onsite Support Engineer	100% attendance	Rs.3,000/- per day absence of a single personnel

Appropriate Replacement Manpower with the same or equal qualifications and experience should be deputed if any personnel are absent for duty. If such replacement manpower is provided, then a penalty will not be levied.

Backup engineer should possess similar experience, qualification and level of expertise as deployed engineer failing which will lead to absence of engineer and accordingly penalty will be calculated.

If engineer reaches late to the SEBI office, more than 15 minutes OR leaves the office 15 minutes earlier than the completion of his shift timings for 3 times in a month, it will be considered as half day and penalty of Rs. 1500 will be levied from the salary of the concerned onsite engineer.

B. Penalties during the contract period: Deployed Printers

S / N	Parameter/Location	Baseline time to resolve complaint	Penalty if not resolved within Time limit	Penalty Charges in basis points
1	Printer Cartridge replacement- Head Office Mumbai	1 hr	0 hr to 1 hr	NIL
			1 hr to 4 hrs	5 basis point
			4 hrs to 12 hrs	10 basis point
			12 hrs to 24 hrs	15 basis point
			24hrs and above	20 basis point for crossing in every 24 hrs
2	Any printer related issue- Head Office Mumbai	1 hr	0 hr to 1 hr	NIL
			1 hr to 4 hrs	5 basis point
			4 hrs to 12 hrs	10 basis point
			12 hrs to 24 hrs	15 basis point
			24hrs and above	20 basis point for crossing in every 24 hrs
3	New printer request- Head Office Mumbai	3 hrs	0 hr to 3 hrs	NIL
			3 hrs to 6 hrs	
			6 hrs to 12 hrs	10 basis point
			12 hrs to 24 hrs	15 basis point
			24hrs and above	20 basis point for crossing in every 24 hrs
4	Printer replacement-Head Office	3 hrs	0 hr to 3 hrs	NIL
			3 hrs to 6 hrs	5 basis point
			6 hrs to 12 hrs	10 basis point

	Mumbai		12 hrs to 24 hrs	15 basis point
			24hrs and above	20 basis point for crossing in every 24 hrs
5	Spare part replacement for SEBI owned printers and bidder supplied printers	24 hrs	0 hr to 24 hrs	NIL
			24 hrs and above	20 basis point for crossing in every 24 hrs
6	Printer-related issue at SEBI Senior official home (like ED, WTM, Chairman)	3 hrs from scheduled appointment at the senior official's home	0 hr to 3 hrs	NIL
			3 hrs to 12 hrs	5 basis point
			12 hrs to 24 hrs	10 basis point
			24 Hrs and above	20 basis point for crossing every 24 Hrs
7	Spare part replacement for printers at SEBI Senior official home (like ED, WTM, Chairman)	Within 24 hrs from the time engineer identifies the need for spare part replacement	0 hr to 24 hrs	NIL
			24 hrs and above	20 basis point for crossing in every 24 hrs
8	Printer Cartridge replacement at Regional Offices	If call is logged before 12:00 PM: Resolve by 05:00 PM same day If call is logged after 12:00 PM: Resolve by 12:00 PM next day	Delay up to 2 hrs	5 basis point
			2 hrs to 6 hrs	10 basis point
			6 hrs to 24 hrs	15 basis point
			24 Hrs and above	20 basis point for crossing in every 24 hrs
9	Any issues related to printers at Regional Offices	If call is logged before 12:00 PM: Resolve by 05:00 PM same day If call is logged after 12:00 PM: Resolve by 12:00 PM next day	Delay up to 2 hrs	5 basis point
			2 hrs to 6 hrs	10 basis point
			6 hrs to 24 hrs	15 basis point
			24 Hrs and above	20 basis point for crossing in every 24 hrs
10	New printer request at Regional Offices	If call is logged before 12:00 PM: Resolve by 05:00 PM same day If call is logged after 12:00 PM: Resolve by 12:00 PM next day	Delay up to 3 hrs	5 basis point
			3 hrs to 9 hrs	10 basis point
			9 hrs to 24 hrs	15 basis point
			24 Hrs and above	20 basis point for crossing in every 24 hrs
11	Printer replacement at Regional Offices	If call is logged before 12:00 PM: Resolve by 05:00 PM same day If call is logged after 12:00 PM: Resolve by 12:00 PM next day	Delay up to 3 hrs	5 basis point
			3 hrs to 9 hrs	10 basis point
			9 hrs to 24 hrs	15 basis point

		xt day		
			24 Hrs and above	20 basis point for crossing in every 24 hrs

Note: 100 basis point = 1% of quarterly payment

Appendix X: Project Citation Format

S/N	Items	Bidder's Response
1	Client name	
2	Location of client along with contact person, contact no and email id	
3	a. Date of Purchase Order received for the project b. Date of Commencement of Contract: c. Date of Implementation of the project:	
4	Nature of project for the Clients (Please list the activities handled by the bidder)	
5	Scope of Work	
6	Team Size	
7	Name of the Project Head	
8	Total no. of printers deployed	
9	Total no. of resources deployed	
10	Completion period of the project	
11	Contract Amount (in Rupees Lakhs)	
12	Any other relevant information including reason for delay if any	

Note: The bidder should give the above information in this format only.

Authorized Signatory:

Name of the Authorized Signatory:

Date:

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

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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)