



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5251174
Dated/दिनांक : 14-08-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 05-09-2024 09:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 05-09-2024 09:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 120 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Pmo |
| Department Name/विभाग का नाम | Department Of Space |
| Organisation Name/संगठन का नाम | Isro |
| Office Name/कार्यालय का नाम | Indian Institute Of Remote Sensing |
| Total Quantity/कुल मात्रा | 900 |
| Item Category/मद केटेगरी | End Point Protection Software / Appliances (V3) (Q2) |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 3.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 14 |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Pay and Accounts Officer, IIRS
INDIAN INSTITUTE OF REMOTE SENSING, 4 KALIDAS ROAD, DEHRADUN-248001.
(R.s. Katariya)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

| | |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its

subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. 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.

End Point Protection Software / Appliances (V3) (900 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|----------------------|--|--|
| BASIC INFORMATION | Software Type | End Point Protection Software/ Appliances |
| | Component of End Point Protection Software/Appliance offered in the scope of supply | Policy Management, Centralized Management, Updation and Upgradation Management, Advanced Endpoint Protection, Device Control, Mobile and Virtual Environment, Patch management, Anti Ransomware, Anti Fishing Protection |
| SCOPE OF LICENCE | Types of Licence | Subscription |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|------------------------|---|---|
| | Duration of Subscription (in Years) (Hint :- Select '0' if not applicable) | 1.0 - 5.0 Or higher |
| | OEM Licensing policy (Hint:- Device means Server, Desktop, Laptop, Thin client etc) | Per Device |
| | Maximum number of devices supported by the console (Select 'NA' if not applicable) | 1-500, 501-1000, 1001-5000, 5001-10000, 10001-50000, 50001-100000 Or higher |
| | Number of users for license offered in the scope of supply (Select '0' if not applicable) | 1-500, 501-1000, 1001-5000, 5001-10000, 10001-50000, 50001-100000 Or higher |
| | Licence Delivery Mode | Paper Licence, Electronic Licence |
| | Scope of Installation | Installation, Integration, Configuration, End to End Workflow Implementation, User Acceptance Testing of offered modules |
| | Deployment option | On premises |
| | The offered product have support from OEM for | Updation for Patches and Bug fixes within support period, Upgradation of version within support period |
| | Number of Monthss for OEM support for updation (Patches and Bug fixes) is included in the scope of supply (Select '0' if not applicable) | 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 Or higher |
| | Number of Months of supply (Select '0' if not applicable) | 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 Or higher |
| | Training Options | Training Material, NA |
| | Number of days Training Provided (Hint :- Select '0' if not applicable) | 5.0 - 30.0 Or higher |
| Centralized Management | Centralized Management Features | Defining and Managing Configuration, Policy Editing, Scalability, Exception Management, Application Control, Automatic Client Updates, Live Security Alerts, Mass Updates, Remote Software Installation and Updates, Reporting, Cloud-Assisted Security Network |

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|------------------------------|--|---|
| Advanced Endpoint Protection | Advanced Endpoint Protection Features | Blended Threats/Malware Protection, (HIPS)/Behavioral Analytics, HTTP Malware Detection, HTTPS Malware Detection, Automated Malware and Threat Removal, Web Filtering, Suspicious email attachments scanning, Enhanced remediation capabilities, Global Threat Intelligence with Reputaion Source configuration capability, Advanced Protection against fileless attack methods, Data Protection / Full disk and file Encryption, Data backup / Data recovery / Roll Back, End point forensic, Memory Protection, Advance machine learning and AI based next generation End point security, Application Blacklisting, Application Vulnerability |
| Device Control | Device Control Features | Multiple Device Support, USB Device Access Control and Monitoring, Workstations, Offline Support and Forensics, Device Authentication capability, Bluetooth, Media Encryption, Device Whitelisting |
| END POINT GENERIC PARAMETERS | End Point Generic Features | Anti-virus feature, Anti-malware feature, Personal Firewall, Web Control / URL filtering, Signature based Protection, Browser protection |
| GENERIC PARAMETERS | Backend Web browsers required by the offered product | Internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera, Edge |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | Chauhan Sunil | 248001,INDIAN INSTITUTE OF REMOTE SENSING, 4, KALIDAS ROAD | 900 | 30 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

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

Indian Institute of Remote Sensing,
ISRO, Govt. of India,
4 Kalidas Road,
Dehradun,
Uttarakhand-248001

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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. 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**

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

7. **Generic**

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

8. **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.

9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

OEM Authorization Certificate

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

::GENERAL TERMS AND CONDITIONS::

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01. The validity of the license shall be 01 year from the date of subscription.
 02. Bidders shall not reveal prices in any of the supporting document provided with Technical Specification/Techno-Commercial Bid. Failing which of the same may lead to rejection of the.
 03. **Payment Term:** 97% payment will be made within 30 days from the date of supply, receipt, acceptance, installation, commissioning and testing of the item at our Stores. Remaining 03% shall be against submission of Performance Bank Guarantee.
 04. **Jurisdiction:** The Court of Dehradun only shall have the jurisdiction to deal with award and decide and matter relating to the disputes arising out of contract.
 05. **Applicable Law:** The contract shall be interpreted, construed and governed by laws of India. The contract shall be subject to exclusive Jurisdiction of the Court of Dehradun, Uttarakhand, India irrespective of anything mentioned in any correspondences or otherwise.
 06. **Arbitration:** In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The arbitration shall be conducted in Dehradun in the Arbitration and Conciliation Centre Dehradun [Domestic and International] as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The Seat for Arbitration shall be Dehradun and the Arbitration proceedings shall be conducted in English Language only. Work under the contract shall be continued by the Contractor during the pendency of Arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot be possibly continued until the decision [whether final or interim] of the Arbitrator is obtained.
 07. **Arbitration with Public Sector Undertakings:** In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013 - DPE (GM)/FTS -1835 dated 22.05.2018. And/or amended thereafter.
 08. **Force Majeure:** Neither party shall bear responsibility complete or partial non-performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the Purchase Order/Contract], if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of Purchase Order/Contract. In such circumstances

, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended. The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition shall notify the other party in writing not later than 7 days from the date of the occurrence and cessation of the force majeure condition/s. In the event of delay lasting over one month, arising from force majeure causes, the Purchaser reserves the right to cancel the contract without any obligation to compensate the Tenderer in any manner. Unless agreed by both the parties, in writing, the Contractor shall continue to perform his obligations under the Purchase Order/Contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carry out complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. The Force Majeure condition is applicable only to the prime Contractor and Purchaser.

09. Delay in Completion/Liquidated Damages: The time and date stipulated in the contract for completion of the work shall be deemed to be the essence of the contract. If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof or if the Contractor fails to maintain the required progress or comply with the relevant provisions of the general conditions of contract or special conditions of contract, if any and clear the site on or before the contract or extended date of completion, the Purchaser shall, without prejudice to any other right or remedy available under the law to Purchaser on account of such breach, recover from the Contractor as Liquidated Damages a sum one-half of one percent [0.5 percent] of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent [10 percent] of the Contract price of the unit or units so delayed. In case of delay in delivery of the Stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such Stores shall be received without prejudice to the right of the Purchaser to claim Liquidated Damages and without prejudice to the terms and conditions of the Purchase Order/Contract.
10. Land Sharing: 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 in terms of Order (Public Procurement No.3) dt.23rd July 2020 and any amendments there to issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India. Bidders should ensure compliance with Rule 144 (xi) of GFR2017 and as such GeM GTe clause 26 regarding Restrictions on procurement from a bidder of a country which shares land border with India, stipulates that 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 a bid, the Bidder must ensure compliance of this through an undertaking and any false declaration or non-compliance of can be a ground for immediate termination of the contract and further legal action in accordance with law.
11. Goods and Service Tax: Government of India has implemented Goods and Services Tax [GST] w.e.f. 01.07.2017. The Tenderer[s] should mandatorily possess a valid GSTIN along with the GST Registration Certificate. Please send duly self-attested certificate of GST Registration along with offer[s], in the absence of which your offer[s] will be invalid and shall not be considered. HSN Code and applicable rate of GST. Indian Institute of Remote Sensing [IIRS], Dehradun is not eligible for any Concessional GST. Tenderer shall mention applicable GST / IGST for the offered item / Service along with the HSN Code.
12. As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change

e in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

13. In case any problem arises during the currency of the contract, the supplier shall be responsible to resolve the same without any extra cost.
14. In case any problem arises at the time of installation, the supplier shall be responsible to resolve the same without any extra cost.
15. The Purchase Order shall be issued against the quotation provided by the successful bidder, compliance statement & subsequent information furnished). IIRS reserve the right to cancel or initiate necessary action including debarment as per term & conditions of the contract if the items delivered are found to be non-compliant with the details furnished by the bidder or specification asked in our enquiry.
16. IIRS if desired, may check the genuineness of the product or certificates with the OEM. In case of discrepancies the above mentioned clause (15) will be applicable.
17. The L1 Bidder shall undertake the responsibility for free of cost replacement of the above items against manufacturing defect or against giving undesired result. In case of any defect, payment will be released only after the replacement of the defective items or as decided by the competent authority.
18. Authorization Letter issued by the OEM in this letter head duly signed by the authorized signatory.
19. Purchase Order/Delivery/MIRV related: Purchase and Stores Officer, IIRS, 4 Kalidas Road, Post Box-135, Dehradun-248001, Uttarakhand, Phone No.: 0135-2524317/4318, email: pns@iirs.gov.in.
20. Payment related: Pay and Accounts Officer, IIRS, 4 Kalidas Road, Post Box-135, Dehradun-248001, Uttarakhand, Phone No.: 01352524319, Email: pao@iirs.gov.in.
21. IIRS reserve the right to delete part of the work during the currency of the contract. Additional work shall be incorporated after obtaining quote from contract on mutual consent.
22. In case of major changes in the policies of the Govt. India, as a result of which IIRS is compelled to alter its requirements wholly or partly, the IIRS & the vendor shall enter into negotiation to mutually agree to terminate this contract wholly or partially.
23. **Publicity:** No publicity of any kind whatsoever in case of Purchase Order shall be given by the supplier without prior permission of the purchaser.
24. **Secrecy:** the technical information, drawings, specification and other related documents forming part of the contract, are the property of the Purchaser and shall not be used for any other purpose, except for execution of the CONTRACT. All right, including rights in the event of grant of Patent and registration of designs are reserved. The technical information, drawings, specification, recorded and other documents shall not be copied, transcribed, traced and reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party not misused in any other form whatsoever without Purchaser consent in writing except to the extent required for the execution of this CONTRACT. This technical information, drawings, specifications and other related documents shall be returned to the Purchaser with approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
25. **Parallel- Adhoc Contract:** IIRS reserves the right to enter into parallel/Adhoc contracts simultaneously with one or more agencies.

26. **Fall Clause:** The maintenance charges shall in no event exceed the lowest charges at which you service machines of identical description to any other party during the currency of this contract. If at any time, during the said period, you reduce the service charges of such system to any other customer, it shall be forthwith notified to us and the charges payable under the contract for servicing done after the date of coming into force of such reduction of service charges, shall stand correspondingly reduced.
27. **Termination:** Under the normal circumstances, Termination/Short Closing of the Purchase Order/Contract is not foreseen. However, the Purchaser reserves the right to terminate the Contract in whole or in part by giving 30 days prior notice under the following circumstances:
- I. For repeated non-performance in the execution of Purchase Order/Contract.
 - II. If the Contractor fails to deliver the services within the stipulated delivery schedule or any extension thereof, granted by Indian Institute of Remote Sensing [IIRS].
 - III. If the Contractor is unable to rectify the defects or offer replacements in lieu of defective items
 - IV. If the Contractor fails to perform any other obligations under Purchase Order/Contract.
 - V. If the Contractor becomes bankrupt or otherwise insolvent. Owing to deficiency of service, for each of Contract.
 - VI. For inefficiency, indiscipline, irregularity, insincerity, indifference in work, indulges in corrupt practices, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.
 - VII. To terminate the Purchase Order/Contract at any time by giving 30 days prior notice.
 - VIII. If the Contractor become bankrupt or otherwise insolvent or any petition seeking its insolvency is admitted by a Court/Tribunal of Competent jurisdiction or if the Contractor applies for voluntary insolvency or enters into any arrangement for deferred payment to its creditors.
28. **Sublet of Contract:** You shall not sublet, transfer or assign the contract or any part thereof without our prior written approval.
29. **General:**
- I. In the event of damages to our/your property or personal injury to our/your personnel due to the negligence of your employees, the responsibility shall solely rest with you. IIRS shall not be responsible for any injury/loss of life of the contractor's personnel due to natural calamities/ accidents etc.
 - II. In case after award of contract, you fail to execute the same, we shall get the works done through other agencies at your risk and cost.
30. In case the contractor fails to comply the works to the satisfaction of the IIRS & if there is any disruption in the smooth functioning of the activities, IIRS reserves the right to make alternate arrangements for execution of work at the risk & cost of the contractor.

12. Buyer Added Bid Specific ATC

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

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. 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.

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---