

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-12-2025 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-12-2025 21:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Gujarat
विभाग का नाम/Department Name	Gujarat State Civil Supplies Corporation Limited
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Gandhinagar.
वस्तु श्रेणी /Item Category	Printing and Photocopying Service - Photocopying; Onsite; 7; 1; With Operator; Paper to be provided by service provider; A4 (21.0 x 29.7); 75-85; JK Copier; Monochrome , Printing and Photocopying Service - Photocopying; Offsite; Not Applicable; Not Applicable; Not Applicable; Paper to be provided by service provider; A4 (21.0 x 29.7); 75-85; JK Copier; Colored
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	336000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

12

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

लाभार्थी /Beneficiary :

MANAGER ADMIN
Gandhinagar., Gujarat State Civil Supplies Corporation Limited,
(Gscscl)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1

v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Printing And Photocopying Service - Photocopying; Onsite; 7; 1; With Operator; Paper To Be Provided By Service Provider; A4 (21.0 X 29.7); 75-85; JK Copier; Monochrome (30000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Photocopying
Installation of Machine	Onsite
Number of Working Days in a week	7
Shift for Operating Machine	1
Operator	With Operator
Paper	Paper to be provided by service provider
Size of Paper(In CM)	A4 (21.0 x 29.7)
Paper Thickness in GSM	75-85
Brand of Paper	JK Copier
Colour Type	Monochrome
Capacity of the machine for dispensing the pages per day	1000-5000
Resolution (DPI)	300
Age of Machine	Less than 6 months
Buyer will pay for Electricity Bill	Yes
Cartridge	To be provided by Service Provider
एडऑन /Addon(s)	
Spiral Binding Required	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषित/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Number of Pages per month	अतिरिक्त आवश्यकता /Additional Requirement
1	Chavda Virendrasinh Kaluji	382014,The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar	30000	<ul style="list-style-type: none"> Number of months within contract period : 12

Printing And Photocopying Service - Photocopying; Offsite; Not Applicable; Not Applicable; Not Applicable; Paper To Be Provided By Service Provider; A4 (21.0 X 29.7); 75-85; JK Copier; Colored (100)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service Required	Photocopying
Installation of Machine	Offsite
Number of Working Days in a week	Not Applicable
Shift for Operating Machine	Not Applicable
Operator	Not Applicable
Paper	Paper to be provided by service provider
Size of Paper(In CM)	A4 (21.0 x 29.7)
Paper Thickness in GSM	75-85
Brand of Paper	JK Copier
Colour Type	Colored
Capacity of the machine for dispensing the pages per day	Not Applicable
Resolution (DPI)	300
Age of Machine	Not Applicable
Buyer will pay for Electricity Bill	Not Applicable
Cartridge	To be provided by Service Provider
एडऑन /Addon(s)	
Spiral Binding Required	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Number of Pages per month	अतिरिक्त आवश्यकता /Additional Requirement
1	Chavda Virendrasinh Kaluji	382014, The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10- A.Gandhinagar	100	<ul style="list-style-type: none">Number of months within contract period : 12

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

1. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including add-ons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

2. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Gujarat State Civil Supplies Corporation Ltd.

(A Government of Gujarat Undertaking)
Sector-10-A, 'CH' Road, Near New Sachivalaya, Gandhinagar-382043
CIN:U69510GJ1980SGC003957 web:www.gscscl.gujarat.gov.in
Telephone No.079-23221037-38, 23220341, Fax: 079-23222707

☐ **GEM BID TENDER NOTICE**

For and on behalf of Gujarat State Civil Supplies Corporation Ltd. (GSCSCL), the Managing Director, GSCSCL invites Bids through GeM Portal for the service of Xerox Copy including Paper, Copier Machine and Operator.

☐ **Scope of Work:**

Supply of best quality Xerox Copy service at the Head Office, GSCSCL during the Contract period for the Service request placed by the Head office, GSCSCL.

☐ **Technical Specifications:**

For Service Provide of Xerox Copy with A-4 Paper, Copier Machine & Operator

Quality specifications A 4 Copier Paper

Grade Designation: **GSCSCL SPECIFICATION**

Sr. No	Parameters	GSCSCL Proposed Specification
1	Paper Size	A 4
2	Grammage (GSM) of the Paper	75 gsm OR Higher
3	Packing	Ream of 500 sheet
4	size with dimensions	210 mm by 297 mm
5	Standard	IS 14490
6	Net Weight	2.34. KG (+/- 0.10Kg)
7	Copier Paper Brand	J K Copier

ADDITIONAL TERMS AND CONDITION OF Gujarat State Civil Supply Corporation Limited FOR XEROX COPY TENDER

The Tender document will be available and downloadable on following websites:

- <https://gem.gov.in>
- <https://gscscl.gujarat.gov.in> (corporation website: only for Information purpose).

INVITATION FOR BIDS:

- The Gujarat State Civil Supply Corporation Limited (GSCSCL), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar 382010 invites bids from interested retailers/traders/any other legal entity or entities registered under the Act or Statute, whichever is applicable to such entities for Service of XEROX COPY.

1. ELIGIBILITY CRITERIA FOR SUPPLIERS:-

1.1 Bidders shall have to submit the following documents (Refer Form I):

- If the bidder is a Proprietor, then a **copy of the Registration Certificate or any other proof** of business.
- If the bidder is a **Partnership Firm**, then a **copy of the Partnership Deed and any other proof** of business.
- If the bidder is a **Co-Operative Society**, then a Copy of the Registration Certificate.
- If the bidder is a **company**, then a **copy of the Memorandum of Association, Article of Association and Certificate of incorporation.**

- If the bidder is a Limited Liability Partnership, then a copy of the Certificate of Incorporation and LLP Agreement.
- Copy of PAN CARD
- Copy of certificate of Registration under Goods and Service Tax Department (GST).

- 1.2** Bidder(s) must have minimum average annual **Turnover** during the Any last three Financial Years i.e. **2021-22 ,2022-23. 2023-24 and 2024-25 (if audited), (Region -wise) (As per new Procurement Policy) as indicated hereunder (Refer Form- II):**

Sr. No.	Cluster	Average Turnover during the Any last three Financial Years i.e. 2021-22 ,2022-23. 2023-24 and 2024-25 (if audited),	Supporting Documents
1.	Head Office, GSCSCL	6.72 LAKH	Bidder(s) must submit a copy of Balance Sheet and Profit & Loss Accounts for the Any last three Financial Years i.e. 2021-22 ,2022-23. 2023-24 and 2024-25 (if audited) , duly certified by Chartered Accountant (with UDIN).

- 1.3** **Past Performance:** Bidder(s) must have similar work experience for 30% of bid quantity in the manner indicated here under in at least one of the last Three years (Year 2022-23, 2023-24 and 2024-25), **before the last date of submission of Tender** to any Central/State Govt. Organization/PSU/Public Listed Company/ Private Company/ Any State Local Body/ Any Private Entity: **(Form III)**

Sr. No.	Cluster	30% of bid quantity (Annual)	Supporting Documents
1.	All District of Gujarat	Xerox Copy Nos. = 100800	Copy of Work Completion Certificate from Buyer must be submitted. In case of production of an Experience Certificate/ Past Performance Certificate of any Private Company/ Private entity, Bidder(s) must submit such certificate (Containing the details of the quantity supplied, year of supply and Details of payment) certified by Chartered Accountant with UDIN.

2. PRICE:

- 2.1 Bidder will have to fill-up the rates in per page **only**, As per GeM Format online.
- 2.2 The rates offered must include all Government duties and taxes, expenses like Pepar(A 4 Page), Xerox Machine With Operator **at GSCSCL HEAD OFFICE.**
- 2.3 If Applicable GST and other taxes changes during Contract Period or Extension Period then it will be effective from the date of Official Government Notification issued by Competent Authority, the amount of difference of tax, if any, will be recovered or paid as the case may be, by GSCSCL.

3. PURCHASE QUANTITY:

GSCSCL reserves the right to increase or decrease the quantity to be ordered up to 25 % 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 contract at the contracted rates. Bidders are bound to accept the orders accordingly Or GeM Allow.

4. ESTIMATED QUANTITY:

The Successful Bidder has to provide Xerox Services As per following:

THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED				
XEROX TENDER WITH A-4 PEPAR,MACHINE & OPERATOR				
Sr No	Particular	Per Months (Approximate)	Months	Total Bid Quantity
1	2	3	4	5=3*4
1	Xerox(A 4)	30000	12	360000
2	Colour Xerox	100	12	1200
TOTAL		30100	24	722400

5. CONTRACT PERIOD:

The Contract will remain in force for a period of one year (12 Months) from the date of execution of the Contract without any price escalation. The contract completion period could be extended for a one year (12 Months) by GSCSCL without any price escalation in the interest of the scheme.

6. VALIDITY OF BID:

The bids of all bidders, who have participated in the present tender, will remain valid for a period of 180 (one hundred eighty) days starting from next day of the closing of bid.

7. EARNEST MONEY DEPOSIT (EMD/ MARGIN MONEY)

EMD is 3% of estimated bid value by GSCSCL.

Cluster	Amount (in Thousand) Rs.
Gscscl Head office	10080/-

- Bids submitted without EMD will be rejected. No interest is payable on EMD.
- EMD of successful bidder shall be refunded to the successful bidder only after submission of Performance security.
- No exemption in EMD in any form will be given to any bidder.
- EMD shall be forfeited by GSCSCL, on account of one or more of the following reasons (in addition to any other reasons mentioned in the present terms and conditions):
 - If bidder withdraws its bid during the period of bid validity.

- b) Information given in the proposal is found inaccurate / fraudulent mis-leading,
- c) In case the bidder submits forged documents.

The Bidder(s) can deposit the amount of E.M.D. through any of the modes from the following :

- a) Through RTGS/NEFT transfer.
- b) Net Banking.

Note: Cash deposit and Demand Draft is not allowed.

Forms of EMD and PBG

Bank Account Name: The Gujarat State Civil Supplies Corporation Limited

Account No: 016505005762

IFSC Code: ICIC0000165

No Interest would be paid by GSCSCL on the E.M.D.

Refund of EMD: EMD of bidders, other than L-1 bidder will be released within 7 working days after the completion of Reverse Auction.

8. Reverse auction:

- a. The Price bid of only technically qualified bidders shall be opened.
- b. Reverse auction shall be conducted as Per GeM Policy.
- c. GSCSCL at its discretion may hold the reverse auction.
- d. Ineligible bidders will be duly intimated about their ineligibility to participate in the RA through system generated email.
- e. Eligible bidders shall be duly intimated about the timing of the RA session and the reserve price, i.e., the price above which no bids will be accepted, through system generated email.

9. INTIMATION TO THE SUCCESSFUL BIDDER:-

- a. The lowest bidder of online bidding will be declared as successful bidder by GeM Portal.
- b. The confirmation will be sent by GeM through mail, to registered email ID As per GeM Policy.
- c. GSCSCL reserves its right to call the successful bidder for negotiations.
- d. GSCSCL reserves its right, to accept or to reject all or any bid including lowest bid, without giving any reason.
- e. After acceptance of bid, GSCSCL shall issue Work order to the successful bidder containing the conditions subsequent to the acceptance of the bid/offer of the bidder, such as deposit of performance security, etc.

10. Performance Security Deposit:

- a. Successful Bidder(s) shall deposit Performance Security Deposit for 5 % of contract value within 10 days of issuance of work order.
- b. Security Deposit can be submitted in any of the mode from the following:
 - a) Demand Draft
 - b) RTGS/NEFT/Net Banking
 - c) F.D.R
 - d) Electronic Performance Bank Guarantee (ePBG)
- c. If the successful bidder submit the ePBG,
 - A. Guarantees issued by the following banks will be accepted as ePBG/EMD on permanent basis.

All Nationalized Banks

- B. Guarantees issued by following banks will be accepted as ePBG/EMD as per G.R. of Finance Department: **G.R. No., FD/MSM/e- file/4/2024/2859/D.M.O. dated: 01/05/2025 for the period up to March 31,2026.** The validity cut-off date in the GR is with respect to the date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

S. No.	Name of Bank	S. No.	Name of Bank
1.	Axis Bank	22.	South Indian Bank
2.	AU Small Finance Bank	23.	Standard Chartered Bank
3.	Bandhan Bank	24.	Tamilnadu Mercantile Bank
4.	Barclays Bank	25.	Utkarsh Small Finance Bank
5.	City Union Bank	26.	YES Bank
6.	CSB Bank	27.	Ahmedabad Mercantile Co-Op. Bank
7.	DBS Bank India Limited	28.	Nutan Nagarik Sahakari Bank Ltd.
8.	DCB Bank	29.	Rajkot Nagarik Sahakari Bank Ltd.
9.	Equitas Small Finance Bank	30.	Saraswat Co-operative Bank
10.	ESAF Small Finance Bank	31.	SBPP Co-op Bank Ltd.
11.	Federal Bank	32.	SVC Co-Operative Bank Ltd.
12.	HDFC Bank	33.	The Cosmos Co-op Bank Ltd.
13.	HSBC Bank	34.	The Gujarat State Co-operative Bank
14.	ICICI Bank	35.	The Mehsana Urban Co-Op. Bank Ltd.
15.	IDBI Bank	36.	The Surat District Co-operative Bank Ltd.
16.	IDFC First Bank	37.	The Surat People's Co-Op. Bank Ltd.
17.	Jammu & Kashmir Bank	38.	The Kalupur Commercial Co-Op. Bank
18.	Jana Small Finance Bank	39.	The Panchmahal District Co-Op. Bank
19.	Karnataka Bank	40.	The Baroda District Co-Op. Bank
20.	Karur Vysya Bank	41.	Baroda Gujarat Gramin Bank
21.	Kotak Mahindra Bank	42.	Saurashtra Gramin bank.

- d. If the Security Deposit is in the form of Bank Guarantee/ePBG, the n the same should be for a period not less than Twelve months from the date of the Work Order.
- e. If the Performance Security Deposit is in mode of F.D.R. then the same should be in combined name of G.S.C.S.C.L. & Buyer.
- f. No Interest would be paid by GSCSCL on S.D.**
- g. If the Security Deposit is not submitted by the Successful Bidder(s) within 10 days of issuance of work order, but the work has been commenced by the Successful Bidder(s), then the successful bidder may request for an extension of 7 days for submission of the Security Deposit, in writing to GSCSCL, which may be granted at the discretion of GSCSCL. However, such submission of Security deposit within such extended period of 7 days shall be with interest @ 12% thereon. GSCSCL shall also be entitled to recover such Security Deposit, if not paid within the extended period of 7 days along with interest, from the outstanding dues/bills of the contractor.
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- h. If the Security Deposit is not submitted by the Successful Bidder(s) within 10 days of issuance of work order and work has not been commenced by the Successful Bidder(s), then EMD of such bidder

shall stand forfeited and GSCSCL shall be entitled to take action against such bidder, including but not limited to blacklisting, debarment from participation in future tenders of GSCSCL, for a period of 6 months, etc.

i. **Security Deposit Release:**

- a) On Satisfactory performance of the contract, the Security deposit will be released. Supplier must submit an Indemnity Bond on a Rs. 300/- non judicial stamp paper. **Annexure-I**
- b) If the Corporation does not require service/ or less service quantity as per the ordered quantity, because of the change in the state/Central Govt. decision for the implementation of the scheme, the supplier will neither be entitled to claim any damage for cancellation of the contract nor shall be entitled to initiate legal procedure in the court of law.

11. PAYMENTS:

- a. Payment to the supplier will be made by GSCSCL Head Office through Electronic Fund Transfer to the respective Bank Account of the supplier.
- b. Incomplete bills will not be processed.
- c. Only Authorized Representative should deal with the Corporation in respect of payments.

***Note:**

1. Payment shall be adjusted for deduction for retention, other recoveries in terms of the contract, as applicable under the law.

2. No claim for any price escalation during the contract shall be entertained.

3. No advance Payment in any Case would be made.

4. The successful bidder shall not have any legal claim against GSCSCL in case of delay in payment due to unforeseen circumstances.

12. PENALTY:

Service Period	Successful Bidder has to provide required Xerox Services Within 12 Hours of Service Request Raised by GSCSCL Head Office during the Contract Period.
Late Service	The late Service of the Service Request will be accepted up to more 12 Hours after deducting 5% late service charges for the quantity of late Service.
Emergency Service	In case of Emergency Service Requirement (Such As Parliament Session, BOD/T&PC/AGM/CSR/Audit Committee) if Service Appointed Agency is not available when required and GSCSCL need to get service from other Agency then, Actual expense of such Service taken will be Recovered from Bill/SD Amount of the Appointed Agency.

13. SUB-CONTRACTING:

Sub-contracting of the work to any other party is strictly prohibited.

14. FORCE MAJEURE:

- a. In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Gujarat State Government's policy, any restriction imposed by State /Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the Seller/Buyer from the performance of the contract, shall be extended for as long as these circumstances prevail. In the event of these circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.
- b. A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

15. TERMINATION OF CONTRACT: -

- (1) In addition to what has been stated in the clauses hereinabove, it is hereby specified that GSCSCL reserves its right to terminate the contract, in case of breach of any condition of the agreement/contract and in case of non-compliance with any instructions issued by GSCSCL, from time to time and GSCSCL shall also be entitled to demand and recover the loss incurred to it due to such breach and non-compliance.
- (2) If the Government scheme is closed, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped by the GSCSCL then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against GSCSCL.

16. DISPUTE RESOLUTION:-

If any dispute or difference of opinion arises in the agreement, then only the supplier himself or his authorized agent/representative will represent the same before GeM. The decision of the Managing Director of the Gujarat State Civil Supplies Corporation Ltd. in this regard, will be considered as final and the same will be binding on the parties of agreement.

17. GOVERNING LAW JURISDICTION:-

The contract /tender document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Ahmedabad/**Gandhinagar** shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

18. DOCUMENTS CONSTITUTING CONTRACT:

The following documents shall constitute the contract between the Seller and Buyer.

- (1) The Invitation of Bids.
- (2) The terms and conditions of the bidding.
- (3) Bid of the Successful bidder.
- (4) Letter/Email confirmation/acceptance issued by the GSCSCL to the successful bidder along with any amendment issued prior to signing of contract

19. SPECIAL CONDITIONS OF CONTRACT (SCC):

- GSCSCL reserves the right to terminate the contract by giving 07 days' notice and without assigning any reason thereof.
- The Bidder submitting his Tender would be deemed to have considered and accepted all the terms and conditions of Tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the Tender.
- Not more than one tender will be submitted by one bidder for the same work & same Region. Legal action will be taken against furnishing wrong information.
- The successful Bidder shall have to follow all the instructions given to him/them from time to time by the competent authority or person nominated by GSCSCL.
- The successful Bidder shall maintain a register for the routine instructions.
 - The successful Bidder shall be liable to pay compensation for any loss or damage caused to the property of the GSCSCL under the contract.
 - GSCSCL Will provide space to Successful Bidder during the contract Period for the Xerox Services Only, in case of the Completion/Termination of the contract period, Successful bidder will have to vacate provided space within 24 Hours of the Completion/Termination.
 - The successful Bidder shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the GSCSCL and officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof.
 - Stamp duty leviable on agreement to be executed between the GSCSCL and Successful Bidder shall be borne by the successful Bidder.
 - The Managing Director, GSCSCL reserves the right to accept or reject any or all bids, seek clarifications, or cancel the entire bidding process without assigning any reason and without any legal obligation.

20. In case of any conflict between the pre-defined General Terms and Conditions of GeM and the present Additional Terms and conditions (ATC), the present ATC shall prevail.

4. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---