

To

CEO
Gem-Government E Marketplace
Delhi

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that we _____ (**OEM name**) are OEM of _____ (**Brand and category name**). We are selling through our Authorized Distributors in India. We are providing required technical support, consumable & spare parts. We also facilitate imperative trainings time to time.

We hereby authorize _____. (**Deemed OEM name**) to register as "Deemed OEM" for _____ brand (**OEM brand**) for our different range of products.

_____ (**Deemed OEM name**) will perform product brochure uploading, manage and remove unauthorized resellers & other day to day fulfilment/ meeting etc. in consultation with us _____ (**Deemed OEM name**) is also authorized to operate OEM Panel on our behalf and also give undertaking as attached in annexure1.

It is requested that _____ (**Deemed OEM name**) should be approved as Deemed OEM with immediate action.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

For _____ (**OEM**)

For _____ (**Deemed OEM name**)

Name:-

Name:-

Designation:-

Designation:-

E-mail:

E-mail:

Tel (Landline):-

Tel (Landline):-

Full Address:

Full Address:

Date:-

Date:-

Annexure 1
Undertaking

By offering / uploading / creating catalogue of our product on GeM under this category, we hereby undertake that:

1. We are the OEM/Deemed OEM of the product being offered as per the definition of OEM/Deemed OEM given the General Terms and Conditions on GeM.
2. We agree to be bound by the General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC) and also the Product / Service Specific Special Terms and Conditions (STC) as applicable.
3. We are totally and exclusively responsible for complete accuracy and integrity of data submitted in respect of the product offered on GeM (including MRP of the product) and will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
4. If there is any change in any of the particulars of the product, we will immediately update the product catalogue on GeM (not later than within 7 days).
5. All legal liability in respect of the offered product shall be totally and exclusively of ours for both sanity and quality of offer including warrantee obligations and after sales service.
6. It is obligatory on our part to share the list of authorised sellers having authorization to sell the products in open market across the country.
7. We will try to bring maximum number of Sellers (authorised by us for doing business in open market for specific product category) on GeM portal.
8. We will also put our best effort in ensuring that all our registered Sellers also pair all the products uploaded by us on the GeM Portal.
9. We will ensure that Catlogs of obsolete model or end of the life product including critical components fitted therein are not uploaded on GeM portal.
10. We are duty bound to collaborate with GeM as a partner to keep specification of category updated all the time in line with global trend and technological up-gradation in product line of the category.
11. We will keep GeM informed/updated about any changes in our authorised Sellers base. This intimation will be given by us within Seven Days of such addition /deletion at our end. We understand that failure to intimate GeM will be construed as breach of trust.
12. We undertake to strengthen authorised Sellers base of our own in case of absence/thin presence of authorised Seller in particular geographical region of the country. We will also undertake this exercise whenever GeM suggests doing so with their input.